

APPLICATION FOR APPROVAL OF LANDS CORPORATION TO UNDERTAKE
A PROJECT IN BOSTON, MASSACHUSETTS UNDER
MASS. G. L. C. 121A, AS AMENDED AND ST. 1960, C. 652, AS AMENDED

October 1, 1992
TOWN OF CAMBRIDGE

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October 1, 1992

The undersigned Garden Corporation (the "Applicant" or "GC") hereby applies to the Boston Redevelopment Authority (the "Authority") pursuant to Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, each as amended (collectively, "Chapter 121A"), or if a specific statutory provision is referenced, respectively, "Chapter 121A" or "Chapter 652") and the Rules and Regulations governing Chapter 121A Projects in the City of Boston, as adopted by the Authority on June 22, 1978 and as amended through January 11, 1990 (the "Regulations"), for the approval by the Authority of the Applicant and the New Boston Garden Corporation, a Delaware corporation ("NBGC") to undertake and carry out the Project (as hereinafter defined).

1. Applicant and Proposed 121A Entity Information

(a) Applicant's name, business address and bank references.

The name and business address of the Applicant is:

Name

Address

Garden Corporation,
a Massachusetts
corporation

150 Causeway Street
Boston, MA 02114

Officers

Telephone and Telefax Numbers

President: Lawrence C. Moulter (617) 723-6252
FAX (617) 367-7488

Vice President
and Treasurer: G. Gail Edwards (716) 858-5143
FAX (716) 858-5264

Secretary: Janice R. Trybus (716) 858-5051
FAX (716) 858-5056

Resident Agent: C T Corporation (617) 482-4420
System FAX (617) 482-9807

All correspondence from the Authority concerning this 121A Application should be forwarded to Walter C. Upton, the Director of Development and Construction for the Project, with copies to (i) Delaware North Companies, Incorporated, One Delaware North Place,

438 Main Street, Buffalo, NY 14202, attn: General Counsel, (ii) Lawrence C. Moulter at New Boston Garden Corporation, 150 Causeway Street, Boston, MA 02114, and (iii) its attorneys identified below.

NBGC is a Delaware corporation, which, upon approval by the Authority of the Project and in accordance with the approval by the Authority of this Application, will lease from the Applicant all of the real property included within the Project Site (herein defined), all as more particularly set forth in Section 4(b)(i) hereof. GC and NBGC are referred to herein as the "Project Developers".

The bank reference for the Applicant is Shawmut Bank, N.A., Boston, Massachusetts.

(b) Applicant's attorneys.

The names, addresses and telephone numbers of the attorneys representing the Applicant are:

Eckert Seamans Cherin & Mellott	(671) 342-6800
One International Place	FAX (617) 342-6899
18th Floor	
Boston, Massachusetts 02110	

Robert L. Caporale	(617) 342-6827
Stephen I. Burr	(617) 342-6833
Andrea H. Loew	(617) 342-6855
David J. Fine	(617) 342-6835

(c) Project Consultants to Applicant.

The names, business addresses and telephone numbers of Project Consultants working with the Applicant are:

Arena Architect

Ellerbe Becket, Inc.	(816) 561-4443
605 West 47th Street	FAX (816) 561-2863
Kansas City, Missouri 64112	

Ronald Turner, Senior V.P.
Thomas Beckenbaugh, Project Manager

Structural Engineers

LeMessurier Consultants, Inc.	(617) 868-1200
1033 Massachusetts Avenue	FAX (617) 868-7520
Cambridge, Massachusetts 02238	

William LeMessurier, President
Peter Cheever, Project Manager

Permitting, Environmental, Civil

Vanasse Hangen Brustlin, Inc. (617) 924-1770
101 Walnut Street FAX (617) 924-2286
Watertown, Massachusetts 02272

Richard Hangen, President
Robert M. Kaye, Director of Urban Planning
Ronald Thompson, Director of Transportation
Infrastructure
James L. Diorio, Director of Land Survey

Arena Mechanical/Electrical

Flack & Kurtz (212) 532-9600
475 Fifth Avenue FAX (212) 689-7489
New York, New York 10017

Norman Kurtz, President
Nick Mancuso
Henry DiGregorio

Geotechnical Engineers

Goldberg, Zoino Associates, Inc. (617) 969-0050
The GEO Building FAX (617) 969-7769
320 Needham Street

Donald Goldberg, Principal (617) 630-6200
Robert Palermo (617) 630-6262
Terese Kwiatkowski (617) 630-6232
Paul Murphy

Construction Consultant

John Moriarty and Associates, Inc. (671) 729-3900
3 Church Street FAX (617) 729-8456
Winchester, Massachusetts 01890

SUBSPECIALTIES:

Code Consultants

FP&C (317) 486-5188
5610 Crawfordsville Road FAX (317) 486-5189
Suite 1800
Indianapolis, Indiana 46224

Michael DiMascio

Arena Access

The Access Group
Suite 2600
400 West Cummings Park
Woburn, Massachusetts 01801

(617) 933-6399
FAX (617) 933-2092

Robert B. Williams, President

(d) Description of proposed Chapter 121A entity.

The entity for which the approval of the Authority is sought to undertake the Project is Garden Corporation. The sole shareholder of Garden Corporation is Delaware North Companies, Incorporated. Approval of GC to undertake the Project is sought under Section 3 of Chapter 121A and Section 13 of Chapter 652. Upon approval, GC shall have the benefits and burdens of a Chapter 121A entity as provided in said Section 3.

A copy of the Articles of Organization for GC are attached hereto as Appendix H.

GC also requests the Authority's agreement hereunder that upon application by GC or its designee for a change in the Project consisting of (i) sale of any portion of the Project, or (ii) removal of any portion of the Project Site from the Project in order to undertake the development of such portion of the Project Site outside of the purview of Chapter 121A and Chapter 652, or under a separate application for designation under Chapter 121A, the Director of the Authority will immediately submit the application to the Authority for its consideration as quickly as is legally permissible, and the Director shall recommend approval of such application provided, that (A) such portion of the Project Site is either the Existing Garden Site or a portion of the New Building Site which is not required for the construction of the New Building, and (B) GC and (if applicable) the proposed transferee of such portion of the Project Site acknowledge that upon such sale or removal from the Project Site such portion of the Project Site shall immediately become taxable pursuant to Mass. G.L. c. 59 or pursuant to such separate application under Chapter 121A and Chapter 652 as the Authority may then approve. Whether the Director recommends approval of such application or not the Authority will act upon such application as soon as may be legally permissible and shall either (X) approve such sale or removal, or (Y) terminate the designation of such portion of the Project Site as a portion of the Project Site approved hereunder, whereupon such portion of the Project Site may be sold by the Owner but such portion of the Project Site shall no longer be subject to the burdens nor receive the benefits of Chapter 121A, Chapter 652 or any approval granted pursuant to this Application. If the Authority approves such application, upon such approval by the Authority in accordance with Chapter 121A, the Project and the

Project Site shall be revised accordingly, and the owner of the portion of the Project Site so removed from the Project shall not be subject to the burdens nor receive the benefits of Chapter 121A, Chapter 652 or any approval granted pursuant to this Application.

(e) Statement of real estate tax arrearage.

Neither the Applicant nor any principal of the Applicant (as defined in the Regulations) owns any real estate in Boston on which real estate tax payments are in arrears.

(f) Statement of legal judgments or actions pending with respect to the Project.

The Applicant is aware of the following pending actions which concern the Project:

- (i) New Boston Garden Corporation et al. vs. Commonwealth of Massachusetts (Suffolk County Superior Court, Mass.) -- Civil Action No. 91-7120-B. The Complaint, filed October 23, 1991, seeks to recover damages resulting from the taking by eminent domain of the land and building known as 150 Causeway Street, Boston, Massachusetts and the extinguishment of the rights of the plaintiffs to the use and occupancy of the facilities at 150 Causeway Street which are essential to the continued operations of the Existing Garden;
- (ii) Advest v. New Boston Garden Corp. and Delaware North Companies, Incorporated (Suffolk County Superior Court, Mass.) -- filed July 21, 1992. The Complaint alleges, inter alia, breach of contract relating to broker's fees claimed in connection with financing for the construction of the Project; and
- (iii) Lincoln Property Company, SCE, Inc. v. NBGC (Suffolk County Superior Court, Mass.) -- Civil Action No. CI-90-20-E. A Settlement Agreement has been entered into wherein NBGC agrees to pay to the plaintiff \$125,000 if and when NBGC begins to construct one or more new buildings on the parcel of land abutting the Existing Garden immediately to the north.

The Applicant believes that none of the above actions will reasonably impair the ability of the Project to be implemented as set forth in this Application. The Applicant is not aware of any legal judgments concerning the Project.

(g) Statement of no agreements with the Authority under

Chapter 121A.

Neither the Applicant nor any principal of the Applicant (as defined in the Regulations) has previously entered into any Agreements with the Authority under Chapter 121A.

2. Project Site

(a) Description of the Project Site.

The Project Site is comprised of the Existing Garden Site and the New Building Site, each as defined below.

The Existing Garden Site consists of the land, together with all of the improvements thereon including, but not limited to, the Existing Garden (hereinafter defined), all as more particularly described on Exhibit A hereto. The Existing Garden Site is further delineated as a lot marked "N/F New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation #35699A" on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared for New Boston Garden Corporation," prepared by Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners, dated September 15, 1992 (the "Project Plan"), a copy of which is attached hereto as Exhibit B.

The New Building Site consists of the land and air rights, together with all of the improvements thereon, if any, more particularly described on Exhibit C hereto and defined in Section 3(a) below. The New Building Site is further delineated as Parcels A1, A2, A3, A4, B1, B2, C1, C2, C3, C4, C5, C6, C7 and C8 on the Project Plan.

The New Building (hereinafter defined) will be located within the New Building Site portion of the Project Site. The approximate location of the New Building is shown on the Project Plan.

(b) Statement of facts showing the Project Site to be a blighted, open, decadent or substandard area.

The Project Site has long been a substandard, decadent and blighted open area as evidenced by the Resolution of the Boston Redevelopment Authority Approving the North Station Urban Renewal Plan, adopted by vote on May 22, 1980, as modified (a copy of which Resolution, as modified, is attached hereto as Appendix D). The Existing Garden (hereinafter defined) is substandard and outmoded as an arena for the National Basketball Association Boston Celtics basketball team and the National Hockey League Boston Bruins hockey team. It is also inadequate and substandard for other events. Built in 1928, the structure of the facility causes over 1,000 obstructed view seats. Despite extensive work which has been performed to improve the condition of the building, it remains in need of considerable renovation and improvement, particularly in

relation to the modern building systems available today. The mechanical, electrical, plumbing, heating, and ventilation systems are essentially antiquated and require continuous maintenance. In the last few years there have been repeated interruptions in electrical service during sporting events, and poor air circulation has resulted in wet areas on the basketball floor in warm weather, resulting in the cancellation of playoff games. Replacement of these systems with modern equipment is infeasible due to space and structural limitation. Additional detriments to the functioning of the Existing Garden include antiquated service facilities and limited back-of-house staging area. The exterior of the Existing Garden, as surveyed prior to the construction of the MBTA Garage, shows serious disintegration of the exterior facades of the building. Brick facade elements have been rebuilt to ensure the public safety, but cracking, deterioration of mortar, and general deterioration of the building exterior are evident upon inspection and are continuing. Service and truck access to the facility is similarly antiquated, and together with poor interior acoustics, severely limits the Existing Garden's capacity for concerts and other entertainment events. All of these factors make it difficult to compete with more modern arenas in the region, such as the Worcester Centrum and the Providence Civic Center.

The rail passenger facilities and North Station terminal are similarly dilapidated and provide only marginal facilities for the commuter rail patrons. Little space exists for modern retail and convenience facilities, and public facilities are marginal at best. Walls and floors are characterized by outmoded finishes and graphics, and interior space has been subject to numerous changes in the organization of space over the years, resulting in a fragmented and confusing pedestrian circulation flow. The waiting room area is inadequate and shabby, with limited seating space, and no space for lockers, retail or basic public amenities. Unsatisfactory egress to and from trains further complicates the commuter experience.

The area to the north of the Existing Garden has been both a "decadent area" as well as "blighted open area". It has been characterized by detrimental land uses, serious topographic difficulties, stagnation and deterioration due to inadequacy of transportation facilities, complexity of ownership and division of the area.

Finally, the MBTA has commenced the revitalization of the Project Site by the construction of the MBTA Garage. The failure to obtain the Chapter 121A approval would result in the inability to complete the revitalization of this decadent and blighted area through the construction of a multi-use transportation facility and a major public arena. The existence of an unfinished project on the site would result in an unsightly and blighted area for an indefinite period of time.

(c) Statement that the Project Site is not in the path of the Massachusetts Turnpike extension.

The Applicant has been informed by Jeffrey Mullan, Director of Right of Way, Massachusetts Highway Department that the Project Site does not include land within any location approved by the Massachusetts Highway Department for the extension of the Massachusetts Turnpike into the City of Boston.

(d) Owners of and Abutters to the Project Site.

Names and addresses obtained from the most recent City of Boston tax list maintained by the Assessing Department evidence the following:

- (i) Owners of the Project Site:
 - (A) The City of Boston
Haverhill Street
Boston, MA 02114
 - (B) Massachusetts Bay Transportation Authority
Accolon Way
Boston, MA 02114
 - (C) Nashua Street
Boston, MA 02114
 - (C) NBGC
150 Causeway Street
Boston, MA 02114
 - (D) Massachusetts General Hospital
500 Nashua Street
Boston, MA 02114
 - (E) Commonwealth of Massachusetts
State Highway
Boston, MA 02114
 - Highway Department
10 Park Plaza
Boston, MA 02116
- (ii) Owners of land which abuts the Project Site, or is across a public or private street or way from the Project Site:
 - (A) Commonwealth of Massachusetts
State Highway
Boston, MA 02114
122 Beverly Street

Boston, MA 02114

- (B) Massachusetts Bay Transportation Authority
Nashua Street
Boston, MA 02114

183 Canal Street
Boston, MA 02114

Accolon Way
Boston, MA 02114

- (C) Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

- (D) Renee Stein, Trustee
149 Staniford
Boston, MA 02114

- (E) First Orchards, Inc., Mass.
55 Causeway Street
Boston, MA 02114

- (F) Joseph J. Bottari, et al
41 Lancaster
Boston, MA 02114

69 Causeway Street
Boston, MA 02114

- (G) Wedgestone Financial
181 Wells Avenue
Newton, MA 02155

- (H) Bullfinch Triangle Associates, L.P.S.
c/o BDC
105 Chauncy Street
Boston, MA 02110

- (I) Peter Thorne, Trustee
c/o North Star Management co.
134 Beach Street
Boston, MA 02111

- (J) Donato T. Pizzuti, Trustee
101 Causeway Street
Boston, MA 02114

- (K) Elio Pasquale
c/o Dora Pasquale

23 Clark Street
Boston, MA 02109

- (L) McDonalds Corporation
c/o AMF O'Hare Airport
Box 66351
Chicago, IL 60666
- (M) Canal Development Corp.
c/o Meredith & Grew, Inc.
160 Federal Street
Boston, MA 02110
- (N) City of Boston
Haverhill Street
Boston, MA 02114
- (O) Massachusetts General Hospital
Nashua Street
Boston, MA 02114
- (P) United States of America
Causeway Street
Boston, MA 02114
- (iii) Others known to the Applicant who will be
substantially affected by the Project:
 - (A) Downtown North Association
Robert B. O'Brien, Executive Director
85 East India Row
Boston, MA 02110
 - (B) Charles River Park Associates
Ms. Janet Aserkof
Rappaport & Rakov
One Longfellow Place
Boston, MA 02114
 - (C) Massachusetts General Hospital
John Messervy, Director of Facilities Planning
West End Place
Boston, MA 02114
 - (D) Spaulding Rehabilitation Hospital
Dr. Manual Lipson
125 Nashua Street
Boston, MA 02114
 - (E) Massachusetts Bay Transportation Authority
North Station Transportation Improvement
Project

Joseph Clougherty, Senior Project Mgr.
119 Canal Street
Boston, MA 02114.

(F) United States of America
Causeway Street
Boston, MA 02114

(e) Statement concerning ownership of the Project Site.

The Applicant is not presently the owner of the Project Site. The owners of the land and the improvements thereon, if any, located within the Project Site are: The City of Boston (the "City"), Massachusetts Bay Transportation Authority (the "MBTA"), NBGC, Massachusetts General Hospital, and the Massachusetts Highway Department through the Commonwealth of Massachusetts. The Applicant has entered into or is in negotiations to enter into agreements to cause most of such property not already held by the City to be conveyed directly to the Applicant or to the City by the foregoing parties. The Applicant anticipates that it will be designated by the City pursuant to the surplus property disposition process under Mass. G.L.C. 30B and other applicable statutory provisions to receive a conveyance from the City of any such property conveyed to the City and included within the Project Site. Such conveyance will take place pursuant to the terms of a Sales and Construction Agreement which is presently being negotiated between the City and the Applicant. Among other provisions, that Agreement will require a payment to the City of Boston of \$20,150,000 as the purchase price for such property.

3. The Project

(a) General description of the Project.

(i) Definitional Section:

"Arena Component" - that portion of the New Building containing the new Boston Garden Arena, located within the New Building Site, the physical structure of which is located within air rights commencing at an approximate elevation of 30' above grade, as more particularly described in Section 3(a)(ii)(A) hereof.

"Existing Garden" - the existing Boston Garden Arena, located on the Existing Garden Site.

"Existing Garden Site" - the land more particularly described in Section 2(a) hereof, on which is located the Existing Garden.

"New Building" - the structure to be constructed

within the New Building Site, being comprised of the Arena Component and the Transportation Component, all as more particularly described in Section 3(a)(ii)(A) hereof.

"New Building Site" - the land and air rights more particularly described in Section 2(a) hereof, and any additional air rights necessary to construct the New Building, on which New Building Site is located the New Building.

"Project" - the construction and development of the Project Site as set forth in this Application.

"Project Developers" - GC and NBGC, as they are defined on page one of this Application.

"Project Site" - the Existing Garden Site and the New Building Site combined.

"Transportation Component" - that portion of the New Building containing within it the new North Station commuter rail facility, and related uses, the physical structure of which commences approximately at grade, as more particularly described in Section 3(a)(ii)(A) hereof.

(ii) General description of the Project for which the Authority's approval is sought:

(A) A description in general terms of the buildings and structures to be constructed, including the height of the building:

The Applicant seeks approval from the Authority for construction of a combined new Boston Garden arena facility (the "Arena Component") and new North Station commuter rail station transportation facility (the "Transportation Component") (the Arena Component and Transportation Component together, the "New Building").

The New Building is to be constructed above the new North Station garage and commuter rail extension. The garage is an underground parking facility accommodating approximately 1300 cars, currently being constructed by the MBTA (the "MBTA Garage"). The Transportation Component of the New Building will be built starting approximately at grade, and will be for the convenience of commuter rail patrons arriving from the North. The commuter rail track system has been expanded to 12 tracks by

the MBTA as part of the development of the MBTA Garage, and will accommodate a projected increase in ridership. Arena Component and MBTA Garage patrons will enter the New Building at grade, in the station space, and proceed to the mezzanine level, where ticketing and entry into the New Building will take place.

The Arena Component of the New Building is an air rights facility to be constructed over the Transportation Component. The Arena floor will begin at approximately elevation thirty feet (30') above existing grade. A total of ten levels (seven public levels), will be contained within the Arena Component, including two levels of support functions below the Arena Component floor, and five seating levels. The interior of the Arena Component itself will retain some of the more familiar aspects of the Existing Garden, including the championship banners hanging from the rafters and the parquet floor used for basketball.

The roof level of the New Building will be approximately 162 feet at its highest point. The footprint of the New Building is approximately 300' x 468'.

(B) A description of the facilities and amenities to be furnished:

The Transportation Component will be located at the ground level of the New Building, providing a new North Station commuter rail facility. This space will accommodate commuters from the north, MBTA Garage patrons, rail patrons and Arena Component patrons in a new facility which will be designed to serve not only Arena Component patrons but the general public. The North Station cross platform area will house both the Arena Component's Box Office and MBTA ticketing, and will also provide retail amenities such as the Pro Shop, a newsstand, and other small retail outlets. Public amenities, including restrooms, telephones, commuter information, event information, and other conveniences, will be provided for in the Transportation Component. In addition, the New Building will be fully accessible to the disabled community.

The Arena Component will be a state-of-the-art entertainment complex, furnished with modern mechanical systems, unobstructed view seats,

sophisticated sound and video elements, food courts, and two major restaurants. Press facilities will enable events to be televised through a variety of networks and venues.

Spectator amenities will be provided on each public level of the Arena Component. Numerous concession stands, food courts, novelty outlets, restaurants and clubs and ample restroom facilities will be conveniently located. Wheelchair seating areas will be provided throughout the seating bowl and in the executive suite areas. Accommodations for the physically challenged have been carefully integrated into the design.

Another feature of the Arena Component will be two exclusive levels of executive suites and club seats. One hundred and four executive suites will be located on two levels, with approximately 2,500 club seats located directly in front of the lower suite level. Patrons of the executive suites and club seats will enjoy access to an exclusive restaurant overlooking the Arena Component floor. In addition, the Blades and Boards Club will be carried over from the Existing Garden into the Arena Component, and will continue to be available to season ticket holders.

(C) A description of the uses to which the Project is to be put:

The Transportation Component of the New Building will provide waiting areas, ticketing facilities, commuter information, and other amenities for commuter rail patrons. In addition it will be the transitional "sorting out" area for MBTA Garage and Arena Component patrons who will pass through it on their way to the Arena Component or other destinations. In the future, upon completion of the below-ground suppression of the Green Line from Haymarket to Museum Park, North Station will also connect directly to a new underground "superplatform," serving both the Orange and Green line rapid transit lines. The New Building is clearly at the heart of a major transportation center for the City of Boston.

(b) Statement
Master
The App
Will not conf
1/18/85/1975 Ca
The Arena Component will house the National Hockey League's Boston Bruins hockey team, the National Basketball Association's Boston Celtics basketball team, a series of family events including but not limited to Disney On Ice,

professional skating events, Ringling Brothers Barnum and Bailey Circus and various concert and center stage events.

Seating capacities will be increased over those of the Existing Garden. The Arena Component will seat approximately 17,000 people and approximately 18,300 people for hockey and basketball games, respectively. Concerts, ice shows, circuses, and other entertainment events will have approximate seating capacities ranging from 15,000 to 19,600. The Existing Garden hosts approximately 210 events per year. In its first year after opening, the new Arena Component will host approximately 240 events; increases in the number of events occurring annually are projected for succeeding years, to a maximum of approximately 270 events annually.

- (D) A description of the expected types of occupants:

The new Arena will be home to both the Boston Bruins National Hockey League team and the Boston Celtics National Basketball Association team. The Boston Bruins will be tenants of the New Building. The Boston Bruins have signed a lease for such occupancy which has a term of twenty (20) years, the commencement date of which coincides with the issuance of a final Certificate of Occupancy for the New Building. The Boston Celtics will be tenants of the New Building, having signed a lease for such occupancy that has an initial term of ten (10) years, with an option to extend for five (5) years at the election of the lessor. The commencement date of the Boston Celtics' lease also coincides with the issuance of a final Certificate of Occupancy for the New Building. Other events which have long term commitments to the Arena Component of the New Building include Ringling Brothers Barnum and Bailey Circus, Disney On Ice, and a variety of other family and collegiate sports events. All of these events are open to the public.

- (b) Statement that the Project will not conflict with the Master Plan for the City of Boston.

The Applicant believes that the development of the Project will not conflict with the Master Plan for the City of Boston ("1965/1975 General Plan for the City of Boston Core," authored by

the Boston Redevelopment Authority) since the Project Site comes within a classification in the Master Plan which permits commercial uses of the kind proposed by the Applicant, because the Project is consistent with the goals of the Master Plan, and because the Project is consistent with the planning goals of the City of Boston, as stated in Article 39 of the Boston Zoning Code.

Consistent with this zoning, the New Building will be a major and unique civic and transportation facility serving Boston and the region. It is located within both the North Station Economic Development Area (which encompasses an area bounded by Causeway Street to the south, the North Washington Street Bridge to the east, the Charles River to the north, and Martha Road and Lomasney Way to the west), and the New Boston Garden Development Area (comprising a portion of the North Station Economic Development Area).

Article 39 of the Boston Zoning Code sets forth the zoning regulations for the North Station Economic Development Area. The two development areas delineated within the North Station Economic Development Area are the New Boston Garden Development Area and the New Economic Development Area. The Project Site is contained within the bounds of the New Boston Garden Development Area, while the New Economy Development Area is located immediately to the north of the Project Site.

Among the primary goals of the North Station Economic Development Area are to:

- create a northern gateway to the City by public transportation and by automobile;
- direct downtown development in a way that promotes balanced growth for Boston and channels growth away from the congested center;
- create a mix of facilities which will foster economic growth in Boston and throughout the region; and
- create a functionally and architecturally unified district which is compatible with the North End and Bulfinch Triangle.

The Project will enhance North Station's image as the major transportation gateway to downtown Boston by integrating rail, auto, and rapid transit transportation from the north. The Project will direct development away from the congested downtown area through the creation of a large-scale unique transportation and civic facility, open to the public, compatible with and supportive of surrounding businesses and uses. As stated above, the New Building is integrated with the construction of the Transportation Component at grade. The Transportation Component will provide a

variety of amenities, serving a growing commuter rail population. These amenities will include ticketing and information for both Arena Component events and commuter rail patrons. Ultimately, upon the future completion of the MBTA's North Station Transportation Improvement Project, the Green Line will be relocated underground between Haymarket and Museum Park, and a new underground "superplatform" will be developed at Causeway Street. The new North Station has an increased track capacity of twelve tracks, and will allow for longer train length, thus accommodating a projected increase in ridership in the future. In addition the MBTA Garage provides direct and on-site automobile access to both the Transportation and Arena Components of the New Building.

Urban design goals are further served by the architectural design of the New Building, which will be one of the first major structures visible from the highway structure upon entering the City by automobile from the north. The design of the New Building is discussed in detail below, but it is important to note that the architecture of the New Building is designed with major facade elements and transparencies which make the New Building function visible from the outside, and create a unique structure, acting as a handsome and unique design element in its own right.

Views and visual connection with the inner harbor, attractive materials and lighting will make the New Building a landmark structure, familiar to motorists and pedestrians from a variety of vantage points around the City.

The Project will direct development away from the congested downtown area through the creation of a large-scale unique facility, open to the public, compatible with that supportive of surrounding businesses and uses. The Arena Component will house an increased number of events, ultimately increasing from the current 210 events per year to an estimated 270 events per year. The increase in events, particularly of family shows and concert events, will bring a diverse population of patrons to the North Station area, thus supporting local businesses and stimulating increased economic investment in the area. Improved transportation to the area (see above), together with a broader mix of Arena Component events, will have significant economic impacts for the surrounding area. These impacts have been variously estimated to carry with them an economic multiplier of from 3 to 5 for every dollar spent in the Arena per event.¹ This would equate to several hundred million dollars in annual benefits for the downtown economy. Hotels, restaurants, parking facilities, independent novelty sales, and payroll taxes will all contribute to the Boston economy and to the North Station economy in particular.

¹ Letter to Robert Caporale, Esq., Eckert Seamans Cherin & Mellott, from Executive Vice President for Administration and Finance, Hartford Whalers Hockey Club, dated April 22, 1992.

Finally, the Arena Component will be the cornerstone for future development within the North Station Economic Development Area. Upon completion of the New Building, additional portions of the Project Site on Nashua Street and on the site of the Existing Garden will become available for development by the Applicant, and will in turn create an opportunity to further address other Article 39 goals, including completion of the creation of a functionally and architecturally unified district which is compatible with the North End and Bulfinch Triangle. In addition, the Arena Component, as the generator of significant economic activity, will provide the basis for the realization of other Article 39 goals, including those pertaining to the development of a mix of uses within the district, and opportunity for increasing the number of jobs in certain sectors of the economy.

In conclusion, the Project meets Article 39 development criteria by providing a "major, unique civic facility, including a new indoor sports arena, and the integrating elements of a multi-modal transportation center."

(c) Statement that the Project requires no declaration under Mass. G.L. c. 138 (relating to alcoholic beverages).

The Project will not require a declaration that any building constituting a portion of the Project constitutes a separate building for the purpose of Mass. G.L. c. 138.

(d) Statement concerning schools, hospitals and churches.

The Project Site is not located within five hundred feet (500') of a public or private school, a public or private hospital or a church. Therefore the granting of a permit for the erection, maintenance and use of a garage within five hundred feet of any building occupied in whole or in part for such purposes is not required.

(e) Minimum standards for financing, construction, maintenance and management.

Appendix G sets forth the minimum standards to which the Project Developers will conform in the financing, construction, maintenance and management (including the character and scope of charges to be made against income and accounting procedures) of the Project.

(f) Documentation and statement concerning public interest, safety, convenience and suitable development.

The Applicant believes that the Project is in the best interest of the public and the City of Boston and will enhance public safety and convenience, and is consistent with the most suitable development of the neighborhood and the City of Boston.

Considerable effort has already been expended by the City of Boston to ensure that a major public arena and transportation facility such as the New Building be developed in the North Station area. The Arena Component will provide a facility for the general public which will house two of Boston's major sports teams, and a variety of family shows, concerts and entertainment events throughout the year. The Transportation Component is located at a major nexus of public transportation systems, and in an area north of downtown which has been designated by the Authority for the Arena and Transportation Component purposes. The Applicant sees nothing in the development of the Project which could be construed to be detrimental to the best interests of the public or the City of Boston as described above.

(g) Statement of reasons why the Project is necessary and desirable.

The Applicant believes that the Project is necessary and desirable for the following reasons:

- (i) The New Building will further the urban design and economic development goals of the City of Boston, as set forth in Article 39 of the Boston Zoning Code;
- (ii) The New Building, being comprised of both the Arena and Transportation Components, serves to integrate the new arena with a new North Station commuter rail facility, providing a major new multi-modal transportation center at the northern gateway to the City;
- (iii) The New Building will be designed as a dramatic northern gateway to the City of Boston;
- (iv) The Arena Component will provide a new, privately financed, multi-purpose sports and entertainment arena for the City of Boston, and will provide a venue for concert events and other center stage events which currently must go outside the City;
- (v) The Arena Component will continue to be the home of the Boston Bruins and the Boston Celtics and will ensure that those teams remain within the City of Boston;

(vi) The New Building will provide for off-street bus loading and parking, New Building service vehicles, and other public transportation facilities for the new arena. These facilities are essential to ensure the safety and efficient operation of Cambridge Street.

- (vi) The Arena Component will host an increased number of events, from the current 210 events per year to approximately 240 events in its first year of operation, and increasing to approximately 270 events annually;
- (vii) Arena events have significant positive economic benefits for surrounding businesses and the entire City. Increased seating capacity and an increased number of events will greatly enhance the economic benefits to local merchants in the North Station area, will stimulate the local economy and will provide a strong and renewed economic anchor to stimulate North Station development;
- (viii) The Transportation Component will be planned and carried out in coordination with the improvements to North Station commuter rail facilities and the Orange and Green Lines being constructed by the MBTA. Such coordination will help to facilitate use of commuter rail, rapid transit, arena patron circulation, and public safety;
- (ix) The location of the Project will maximize use of commuter rail and subway for Arena Component events and reduce, to the maximum extent possible, local automobile congestion related to Arena Component events;
- (x) The Project will facilitate improved pedestrian connections between the Arena Component and the Green Line, Orange Line and commuter rail services;
- (xi) The Project will be fully accessible to the disabled community. Wheelchair patrons, as well as patrons who are either vision or hearing impaired, will have improved access to Arena Component events, improved visibility and audibility of Arena Component events and improved paths of access to and from the new Arena Component;
- (xii) The MBTA Garage will provide parking below the New Building, and reduce automobile congestion on City streets;
- (xiii) The New Building will provide for off-street bus loading and parking, New Building service access, and media vehicle operations for the new Arena, thus providing a substantial benefit to pedestrian safety and vehicular operations on Causeway Street;

- (xiv) The Project will provide approximately 700 construction jobs. Additionally, the Project will provide approximately 50 new jobs over and above the existing employment of approximately 300 in-season and 173 off-season jobs at the Existing Garden;
 - (xv) The Project Developers will work with the Mayor's Office of Jobs and Community Service to develop strategies for complying with the City's employment goals in terms of Boston residents and minority hiring;
 - (xvi) The Project will result in significant urban design benefits, including improved visual environment in the Project Site, safe public spaces in and around the Project Site and an attractive new destination point in the City;
 - (xvii) The New Building will use a storm drainage system which removes significant volumes of water from the combined sewer system;
 - (xviii) The Project Developers have committed to a series of transportation mitigation measures which will improve traffic flows and pedestrian safety in the area of the Project Site;
 - (xix) The construction of the New Building will result in the development of a system of pedestrian pathways from the north and from downtown to and around the Project Site; and
 - (xx) The Applicant will continue to make the Arena Component available for charitable and community events.
- (h) Statement concerning destruction or rehabilitation of building owned in whole or in part as dwellings.

A Statement regarding relocation plan is attached.

4. Financial Information

(a) General.

The construction and permanent financing commitment for the Project described in subsection (b) below requires that property taxes associated with the Project be established and limited in accordance with this Application. The current depressed commercial real estate market has made obtaining construction and permanent financing for the Project extremely difficult and the

lenders have closely scrutinized the Project construction budget and the projected operating expenses of the Project after construction. The Project Developers and their lenders have concluded that without limitations on property taxes and an improvement in predictability of property taxes, the Project presents unacceptable levels of risk. Accordingly, without approval of this Application, the Project will not comply with the conditions of its lenders or the acceptable risk level of the Project Developers, and the Project will likely not move forward. Such a result would eliminate all of the positive impacts of the Project described in this Application.

(b) Method of Financing.

(i) Proposed Corporate Structure:

All real property and improvements thereon included within the Project will be owned by the Applicant. The Applicant is a Massachusetts corporation which is wholly owned by Delaware North Companies, Incorporated. The Applicant will lease all of the real property included within the Project to NBGC, which is an affiliate of the Applicant. A copy of the proposed form of lease (the "Project Lease") is included herewith as Appendix P. The Applicant reserves the right to amend the Project Lease except that no such amendment shall alter the following terms of the Project Lease: (i) NBGC will develop, operate and maintain the buildings and improvements within the Project; (ii) the term of the lease will be fifteen years, with rent set at the levels described in the proposed 6A Agreement appended hereto; (iii) The payment obligations of the Applicant under such proposed 6A Agreement will be paid by the Applicant; and (iv) all other operating expenses relating to the real property and improvements included within the Project will be paid by NBGC.

(ii) Mortgage Financing:

The Applicant has obtained a construction/"mini permanent" loan commitment in the amount of \$120 million from its lending group, comprised of the Shawmut Bank, N.A., the Fleet Bank of Massachusetts, N.A., and The First National Bank of Boston, N.A. A summary of the commitment letter is appended to this Application as Appendix E and should be referred to for a more detailed description of the terms of the financing. The term of the loan will be ten (10) years, with payment of principal and interest over that period in

accordance with a 15-year amortization schedule. The commitment letter requires a certain level of pre-sales of Executive Suites and Premium Seats prior to funding. Such pre-sales are proceeding in a very satisfactory manner, making satisfaction of this condition likely.

(iii) Amounts to be Contributed to Project Equity:

Project equity in the amount of \$40,000,000 will be contributed by the Project Developers. Such equity shall consist of (1) an amount equal to \$17,400,000, which the lending group has confirmed the Project Developers have already invested in the Project, (2) an amount equal to the greater of \$15,000,000 or the full net proceeds of the taking of 150 Causeway Street, and (3) cash in the amount of any shortfall between items (1) and (2) and the total requirement of \$40,000,00. This requirement is a condition of the lending group commitment letter, a summary of which is appended as Appendix E and the obligation of the Project Developers to fund the shortfall between items (1) and (2) and \$40,000,000 will, pursuant to such commitment letter, be guaranteed by the Project Developers' sole shareholder, Delaware North Companies, Incorporated.

(iv) Other Amounts to be Raised:

No debt or equity other than the mortgage financing and equity described must be raised for this Project.

(v) Shares for Services:

No ownership interest in the Applicant is to be issued, created or transferred in exchange for services.

(vi) Persons Having Beneficial Interest:

No person other than the Applicant and the Applicant's sole shareholder, Delaware North Companies, Incorporated, shall have any beneficial interest in the Project.

(c) Municipal Liens.

There are no unpaid municipal charges with respect to the property located within the Project Site.

(d) Section 6A Contract Terms.

A draft of the contract to be entered into under Section 6A of Chapter 121A with respect to the Project is attached hereto as Appendix F. In accordance with the formula set forth in Paragraph 2c of the Section 6A Contract, the Applicant will pay in each year the annual excise payable with respect to such year under Section 10 of Chapter 121A, plus an additional payment to the City pursuant to Section 6A of Chapter 121A, amounting in the aggregate to \$1,000,000 per year for approximately seven years after completion of the New Building, and increasing by \$100,000 per year each year thereafter up to a maximum of \$1,500,000 per year during the term of the Section 6A Contract.

(e) Request for Extensions to the Period of Property Tax Exemption.

No extension is being requested.

5. Development Schedule

Commencement of construction of the Project will occur, upon approval by the Authority of the Project, with the acquisition of the New Building Site by the Applicant, which acquisition the Applicant expects to occur by the fourth quarter of 1992 or the first quarter of 1993. A proposed timetable for the commencement and completion of the Project is attached hereto as Exhibit D.

6. Public Use and Benefit

The Applicant believes that the carrying out of the Project constitutes a public use and benefit for the reasons set forth in Section 3(f) above.

(a) The Project is consistent with the City's planning and development objectives.

The Project is in line with the overall planning and development objectives of the City, as can be seen by the way in which the Project parallels the stated goals and objectives set forth in Article 39 of the Boston Zoning Code, relating to the North Station Economic Development Area and, more particularly, the New Boston Garden Development Area. The Project will encourage and attract new development which will stimulate the local economy.

(b) The Project will contribute to elimination of blighted, open, decadent and substandard conditions on the Project Site and in surrounding neighborhoods.

The Project will contribute significantly to the elimination of the blighted, open, decadent and substandard conditions on the Project Site by providing a well designed New Building. The North

Station Economic Development Area will be strengthened as a whole without compromising the historical and architectural integrity of such area.

- (c) Community support for the Project and perceived benefit for neighborhood or City.

The Project enjoys widespread community support. Community organizations which have been consulted in the design and development of the Project include:

- Downtown North Association: the Board of Directors, membership at-large, including the Boston Garden Development Committee and Central Artery Committee;

- Arena Access Advisory Committee: convened in 1988, the group represents a cross-disability membership which advises the Project Developers and their architects on accessibility issues. The Applicant is committed to making the New Building a model of accessibility to disabled persons, and toward this goal, the following parties have provided their input:

- Mayor's Commission for Persons with Disabilities
- Veterans Administration Medical Center
- State Office of Handicapped Affairs
- Massachusetts Commission for the Deaf and Hard of Hearing
- Massachusetts Commission for the Blind
- Massachusetts Coalition of Citizens with Disabilities
- Boston Self Help Center
- Artery Business Committee
- North End Waterfront Neighborhood Council
- Charles River Watershed Working Group, whose members have the followings affiliations:
 - Charles River Watershed Association
 - American Society of Landscape Architects
 - Artery Business Committee
 - Sierra Club
 - Cambridge Conservation Commission
 - Save the Harbor/Save the Bay
 - Hawthorne Condominium Trust.

- (d) Anticipated impact of the Project is sufficient to warrant 121A status.

The Project will provide significant economic enhancements more particularly described elsewhere in

this Application, including but not limited to the following:

- Significant contribution toward the elimination of blight, open, decadent and substandard conditions in the vicinity of the Project.

The Arena Component will be cornerstone of a new and revitalized North Station area. The construction of an Arena Component, in combination with the new MBTA Garage and Transportation Component, will provide the cornerstone for future mixed use development in the area. In addition, an increased number of Arena Component events occurring annually, and an expanded Arena Component population, will provide an essential stimulus to the economy of the downtown north area and the City as a whole.

- Approximately 700 construction jobs and approximately 50 new permanent jobs.

The construction of the Arena Component is estimated to employ approximately 700 persons over the 27 month construction sequence. These jobs will be the subject of a Construction Management Plan between NBGC and the City of Boston, ensuring that those jobs are directed to Boston residents and minority candidates. In addition, the Arena Component will result in the creation of approximately 50 new positions in the areas of maintenance, security, food service, and other aspects of operations which are in addition to the existing employment of approximately 300 in-season and 173 off-season jobs at the Existing Garden. These jobs will be the subject of a First Source Agreement with the City of Boston, assuring that EDIC candidates have the opportunity to access any positions which may arise.

- Economic spin-offs resulting from an increased number of Arena Component patrons per Arena Component event.

As detailed above, the Arena Component will accommodate approximately 3,000 more persons than the Existing Garden. This increased number of patrons, combined with an expanded event schedule, will have significant economic implications for the downtown north area and for the City as a whole. Economic multipliers associated with event-related spending have been estimated at

between 3 and 5, the principal beneficiaries being the restaurant, hotel, and novelty industries (see Section 3(b)). In addition, other local service establishments convenient to Arena Component patrons can be expected to benefit.

- An increase from approximately 210 to 270 events per year.

The Existing Garden is severely constrained in the number of events it can offer per year by outmoded mechanical systems and the absence of air conditioning. It remains essentially dark for the summer season. The Arena Component will be a year round facility, permitting the staging of events in every season, and increasing the number of events per year from the current 210 to an eventual number of 270 events annually. Clearly this will benefit local businesses which are arena-dependent and which have suffered in the past from the absence of activity in the summer season.

- Increased ridership on commuter rail lines terminating at North Station

The MBTA ridership projections predict a significant increase in North Station commuter rail ridership over the next ten years. To accommodate increased ridership the MBTA has designed the track layout and system in the new North Station to accommodate an additional two tracks, and to accommodate trains which are nine (9) cars in length as opposed to the current two (2) cars. Again, these ridership projections represent a potential increase in client base for local service related businesses.

- Improvements in rapid transit lines which will lead to increased ridership

The MBTA Garage is the subject of only one contract in a series of contracts to be completed by the MBTA as part of the North Station Transportation Improvement Project. The goal of this Project is to relocate the Green line rapid transit line underground from Haymarket to Museum Park and to create a new underground station for the Orange and Green lines which will be located underneath Causeway Street. This Green line improvement will result in the elimination of overhead tracks on Causeway Street and will dramatically improve the pedestrian environment on Causeway Street. Again,

these improvements, together with the completion of the Arena Component and future commercial development, are expected to dramatically improve the economic climate in the North Station area.

- Creation of unique public amenities resulting from the Project due to its location and proximity to other major public improvement projects.

The Arena and Transportation Components, together with the North Station Transportation Improvement Project detailed above and the new Charles River Crossing, represent an unprecedented level of public and private investment in the North Station area. The resulting level of urban design, transportation, and architectural improvement in the area will be a boon to the local area by providing the Arena and Transportation Components and eliminating an unsightly and outmoded overhead Green line rail structure and overhead highway structures which create a visual barrier between North Station and the nearby Boston Inner Harbor. The creation of the Arena Component, elimination of these structures and the resulting new network of pedestrian pathways around the Arena Component, along the river's edge, and along Causeway Street, will represent a major new public amenity in the area, and can be expected to draw people to the neighborhood.

- Coordination with improvements along the Charles River in the vicinity of the Project, as planned by the Central Artery Tunnel Project ("CA/T" Project)

The Charles River Crossing, now nearing resolution, has long provided for a network of pedestrian pathways along the Boston Inner Harbor, and is connected to the Charles River Basin in the vicinity of the Project. With recent agreements to acquire Spaulding Hospital, the CA/T Project has provided the opportunity to create uninterrupted public access to the water's edge along the south bank of the Basin. These improvements have long been planned to coordinate with pathways around the Existing Garden and particularly along the west side of the Existing Garden linking Nashua and Causeway Streets. Upon completion of CA/T Project plans for the area, the coordination of these two projects can occur. Again, this amenity is expected to draw people to the area, and to serve as another magnet in the revitalized North Station neighborhood.

- A dramatic northern gateway to Boston

The New Building has been designed in coordination with Article 39 of the Boston Zoning Code which specifies that an arena in this location should be a landmark structure, creating a memorable gateway to the City of Boston from the north. As described in the architectural description elsewhere in this Application, the New Building has been designed with this goal in mind. It is asymmetrical in nature, with the design emphasis on the northeast corner of the building and the east facade. The roof, which will be visible from elevated structures upon entering the City on the highway system from the North, has been treated as a fifth facade of the building and a design element in its own right. It is expected that the New Building will become an attractive and dramatic visual landmark, recognized by Bostonians and visitors alike.

- Significant transportation mitigation effects, as more particularly set forth in the Transportation Access Plan Agreement ("TAP")

As part of ongoing permitting activities associated with the New Building, NBGC proposes to enter into the TAP with the City of Boston, Boston Transportation Department. This TAP will include commitments on the part of NBGC to promote the use of public transportation and carpools, to provide convenient pedestrian access to commuter rail and rapid transit, to use Arena communication facilities to discourage neighborhood street parking by Arena Component patrons, to continue to cooperate in the design of Nashua Street/Lomasney Way and Merrimac Street, to work with local agencies to provide off-street servicing and loading for the Arena Component, to provide a series of pedestrian amenities for pedestrian circulation in and around the Project, to provide access for disabled persons and to contribute to a series of roadway and traffic control improvements.

- Significant Housing and Jobs Contribution Grants as more particularly set forth in the Development Impact Project Plan attached hereto as Exhibit E.

(e) Environmental impact of the Project on traffic and parking in the Project Site and surrounding neighborhood.

The Project will improve traffic and parking in the area of the Project by mitigating existing traffic problems.

From an access perspective, the Project is in an excellent location. The Project Site is close to the regional highway system, and commuter rail and rapid transit facilities. Access to the Project Site will be greatly improved as a result of planned transportation improvement projects by various public agencies. These improvements, particularly the Central Artery project, will expand roadway capacity and reduce traffic on the local street system. They will also enhance Project access to the regional highway system and limit the addition of Project traffic to area intersections. Project generated traffic will be minimized by the extensive use of public transportation, which is available in and characteristic of the Project Site, and by the Project Developers' efforts to support transit use and encourage greater ridesharing. In addition, the Project will help to provide substantial enhancements to the pedestrian environment adjacent to and within the Project Site.

Regarding public transportation, the Project transit impacts will be accommodated by an ongoing program of fleet expansions and service improvements by the MBTA that will result in peak hour rapid transit capacity that is greater than projected system volumes under 1995 build conditions. New commuter rail platforms and a direct connection to the new MBTA rapid transit Orange Line and Green Line station to be provided on the Project Site will enhance access to public transportation throughout the North Station area.

Pedestrian facilities will have the capacity to accommodate Project demands. Because of the Arena Component's small proposed increase in seating capacity, the Project will generate some new pedestrian trips, principally during the pre-event peak hour. However, a number of changes resulting from the Project will cause an improvement in on-site pedestrian access compared with existing conditions.

The Project will also provide greatly improved loading facilities for the Arena Component, including a truck ramp directly to the Arena floor from Nashua Street and an off-street loading area off Accolon Way. The Applicant is making efforts to provide off-street space for media vehicles servicing the Arena Component which media vehicles currently use Causeway Street, causing traffic and access problems.

An extensive transportation mitigation plan is proposed to address several issues, including travel demand management, public transportation, parking management, access and circulation, loading, pedestrian improvements, roadway improvements, construction traffic management, access goals, and monitoring. The program goals are to reduce Arena peak hour traffic by encouraging

transit use and ridesharing, and alternative travel times, and to manage Project construction impacts on the transportation system. These mitigation measures currently are being reviewed by the Boston Transportation Department, and they will be the subject of the TAP Transportation and a Construction Management Plan for the City of Boston.

The Project Developers are committed to continuing the transportation planning/coordination process for the North Station Area. In particular, NBGC will work with area neighbors and business people, state and local agencies, and other interested parties to facilitate timely decisions, resolve issues, and avoid or minimize construction impacts.

Specific measures to minimize traffic generated by the Project will be set forth in the Transportation Access Plan Agreement.

7. Why the Project Needs Chapter 121A Aids

The Project requires Chapter 121A aids because in light of the current condition of the regional economy, the Project cannot be developed, and the public benefits to be provided in connection with the Project are not possible without designation and approval under Chapter 121A. Moreover, the financial incentive provided by Chapter 121A enables the Project Developers to attract and retain the Project's two major occupants, the Boston Celtics and the Boston Bruins, by providing more attractive terms than others offering arena space for rent. In order for the Project, and the City of Boston to attract such highly profiled sports teams as occupants, Chapter 121A aids are necessary.

The construction of the Arena Component on the air rights parcel described in current plans carries with it a significant cost premium as compared to a project built at grade. The air rights location carries with it unique advantages to patron and to the City, but necessitates the expenditure of many hundreds of thousands of dollars involved in creating an arena floor approximately thirty feet (30') in the air above the first floor elevation and built over a major commuter rail station. Arena Component foundations have been incorporated into the MBTA Garage, again carrying with them a cost premium, and structural specifications for an air rights arena floor with a train station below are significant. Structural and architectural drawings associated with the Project illustrate the kinds of structural loads which must be accommodated in this type of construction. In this regard, Chapter 121A aids are necessary so that the Project may be competitive with other available arena spaces located throughout New England.

The public benefits to be provided in connection with the Project, which are set forth in detail in other Sections of this Application, have been conceived by, and are the product of,

concerted joint efforts of both the City and the Commonwealth of Massachusetts in their commitment to have a preeminent sports arena located within the City of Boston. Without the benefit of governmental intervention by approval of this Application, the development of the Project Site will not be feasible, so that the public benefits expected to be generated by the Project will not occur. Elimination of blighted, open, decadent and substandard conditions located within Project Site cannot be accomplished by the ordinary operations of private enterprise, but require the aids of Chapter 121A.

8. Jobs -- Boston Resident Preference

The Project Developers will cause the general contractors for the Project to use their best efforts to grant preference in hiring to Boston residents during the construction period of the Project. The Project Developers will execute a Boston Residents Construction Employment Plan providing that the general contractors, and those engaged by the general contractors for construction of the Project on a craft-by-craft basis, will be required to use good faith efforts to meet the following Boston Residents Construction Employment standards: (a) at least fifty percent (50%) of the total employee worker hours in each trade shall be by Boston residents; (b) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (c) at least ten percent (10%) of the total employee worker hours shall be by women.

The Project Developers will also execute a Memorandum of Understanding and First Source Agreement in connection with the Project. Under the Memorandum of Understanding, an employment opportunity plan will be created whereby good faith efforts will be used to provide that fifty percent (50%) of certain employment opportunities created by the Project will be made available to Boston residents.

9. Affirmative Action

The Project Developers agree that they shall not discriminate against any employee, applicant for employment, tenant or applicant for tenancy because of race, color, religious creed, national origin, age or sex, and that the contractors and subcontractors for the Project will be required not to so discriminate. Further, the Project Developers shall comply, and shall require such contractors to comply, in all other respects, with the "Equal Opportunity Compliance Policy" of the Authority under the supervision of the Authority's Compliance Officer. The Project Developers shall also require the contractors and subcontractors for management of the Project to comply with the foregoing.

10. Determinations, Findings and Approvals

The Applicant hereby requests that the following

determinations, findings and approvals be adopted by the Authority and incorporated as part of the Report and Decisions approving the Application:

(a) Waiver.

The Authority specifically waives any procedural requirements of the Authority's aforesaid Rules and Regulations with which this Application is not in conformity, and grants all approvals needed for the Project to be undertaken as herein set forth.

(b) Determinations, Findings, Grants and Approvals.

The Authority agrees that (i) neither GC nor any of its affiliates, officers, directors, agents or employees of GC shall have any personal liability hereunder or under any agreement or undertaking related hereto, all such liability being limited solely to the assets and property of the Applicant which form a part of the Project; (ii) GC shall not have any obligations hereunder with respect to the carrying out of the Project except as specifically set forth in the Report and Decision and the Regulatory Agreement; (iii) the vote of the Authority approving this Application shall be final when such vote is taken, approved by the Mayor of the City of Boston and filed with the Clerk of the City of Boston, as required by Chapter 652, Section 13, but the fifteen (15) year term under Chapter 121A shall not commence until the date on which GC acquires all property interests comprising the New Building Site, and after such fifteen (15) year term GC shall not be subject to the obligations of Chapter 121A, nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of the Report and Decision and the Regulatory Agreement; and (iv) all of the provisions hereof shall be binding upon and inure to the benefit of GC, and its successors and assigns.

(c) Further Determinations, Findings, Grants and Approvals.

The Authority hereby (i) approves (y) the Minimum Financing, Construction, Maintenance and Management Standards attached hereto as Appendix G and (z) the Proposed Regulatory Agreement for the Project attached hereto as Appendix G (the agreements referenced in (y) and (z) are collectively referred to as the "Regulatory Agreements"); (ii) authorizes the Director to take any action and to execute in the name of, and on behalf of the Authority, the Regulatory Agreements, which may be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority and the City, with such changes to the Regulatory Agreements as the Director, in his discretion, shall determine to be necessary or desirable, his execution and delivery of any such Regulatory Agreements or taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; (iii) approves the 6A Contract attached hereto as Appendix F (the "6A Contract"), subject to such changes to the 6A

Agreement as the Commissioner of Assessing shall determine to be necessary or desirable; (iv) grants permission for the Project to deviate from such zoning codes, ordinances and regulations as set forth in Appendix J attached hereto and made a part hereof, and the Authority hereby finds that such permission may be granted without substantially derogating from the intent and purposes of such laws, codes, ordinances and regulations; and (v) approves the right of GC to grant and/or acquire, from time to time, on terms not inconsistent with the Report and Decision and the Regulator Agreement, such easements and other property rights (including, without limitation, leases, additional air rights, utility easement and reciprocal easements) which are reasonably necessary to accomplish development, operation and maintenance of the Project.

(d) Termination.

Upon request of GC, the Authority may terminate any approvals now or hereafter given by the Authority relative to the Project. If such request is made by GC because one or more of the conditions to the obligations of GC set forth in subsection 10(e) hereof has not been met then the Director shall immediately recommend to the Authority that it approve such termination. The Authority shall consider such request as quickly as is legally permissible. The effective date of any such termination shall be the date of the request for termination by GC. Following any such termination, the Project and the Project Site, or the applicable portion thereof, shall no longer be subject to the provisions of Chapter 121A, and thereafter shall neither enjoy the benefits of nor be subject to the provisions of said laws or regulations thereunder.

(e) Conditions.

The obligations of GC pursuant to this Application are conditioned in all respects upon (i) the acquisition of the New Building Site by the Owner and the issuance of all permissions, variances, permits and licenses that may be required with respect to the construction, maintenance and management of the Project, whether or not the same are specified in this Application, and upon (ii) the appropriate agency or authority within the City certifying in a timely way to the appropriate authorities of the Commonwealth of Massachusetts (A) the "fair cash value" of all real and personal property included within the Project to be not more than the amounts set forth in Section 3 of the proposed form of 6A Contract appended hereto, and (B) the "gross income" of the Owner to be not more than the amounts set forth in Section 5 of the proposed form of 6A Contract appended hereto, and upon (iii) the sum of the Excise Tax and the Differential (as defined in the proposed form of 6A Contract appended hereto) never exceeding in any calendar year the lesser of (A) the amounts set forth in subsection 2(c) of said 6A Agreement for such calendar years, or (B) the taxes which the Owner would be required to pay on the entire Project for such calendar year pursuant to Mass. G.L. c. 59, and upon (iv) the City

and the Project Developers entering into the Regulatory Agreements and any other additional agreements appended hereto, substantially in the form appended hereto, and such agreements remaining in full force and effect, including, without limitation, as to the amount and method of payment of any linkage obligations as set forth in such draft Regulatory Agreements. The Project Developers shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Project Developers' reasonable control. If any of the foregoing conditions are not met at any time during the term of the Applicant's designation under Chapter 121A pursuant to this Application, in addition to the right to seek termination of the designation pursuant to subsection 10(d) hereof, the Applicant shall have such remedies as are available at law or in equity, including a right to bring an action for mandamus or specific performance to insure that no such breach continues to exist. If notwithstanding such remedies the Applicant is ever required to pay sums in lieu of property taxes in excess of the sums contemplated by the proposed 6A Contract appended hereto, the Applicant shall have the right to offset any such excess payments against any other sums payable by the Applicant to the City in respect of such 6A Contract.

11. List of Appendices

Appendix

- (a) Map/Project Site: attached
- (b) Site Plan: attached
- (c) Drawings of Buildings: attached
- (d) Evidence of Blight: attached
- (e) Proof of Financial Commitment: attached
- (f) Draft 6A Contract: attached
- (g) Draft Regulatory Agreement (including Appendix G1: Minimum Standards for Financing, Construction, Maintenance and Management of the Project): attached
- (h) 121A Entity Agreement: attached
- (i) Agreement Not to Dispose of Interests: attached
- (j) Deviations Requested: attached
- (k) Environmental Forms: enclosed
- (l) Relocation Plan: not applicable
- (m) Historic Certification: not applicable
- (n) HUD Form 6004: attached
- (o) Supplemental Materials: not applicable
- (p) Lease Agreement

12. Other Documents to Accompany Application

- (a) Architectural and Design Exhibits: attached
- (b) Site Plan: attached

- (c) Outline Specifications: attached
- (d) Statement of Proposal: attached
- (e) Additional Material: attached

13. Exhibits

- (a) Exhibit A - Existing Garden Site Metes and Bounds Description: attached
- (b) Exhibit B - Project Plan: attached
- (c) Exhibit C - New Building Site Metes and Bounds Description: attached
- (d) Exhibit D - Project Timetable: attached
- (e) Exhibit E - Development Impact Project Plan: attached
- (f) Exhibit F - Fact Sheet: attached
- (g) Exhibit G - Director's Consent To Action: attached
- (h) Exhibit H - Ward and Parcel Numbers: attached

Executed this 1st day of October, 1992

GARDEN CORPORATION,
a Massachusetts corporation

By: _____
Lawrence C. Moulter,
President

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 19__

Then personally appeared before me the above-named Lawrence C. Moulter, the President of Garden Corporation, and being duly sworn, acknowledges the foregoing instrument to be the free act and deed of Garden Corporation and made oath that, to the best of his knowledge and belief, the statements contained in the foregoing Application are true.

Before me,

Notary Public
My Commission Expires:

- (d) Statement of Proposal: attached
- (e) Additional Material: attached

13. Exhibits

- (a) Exhibit A - Existing Garden Site Metes and Bounds Description: attached
- (b) Exhibit B - Project Plan: attached
- (c) Exhibit C - New Building Site Metes and Bounds Description: attached
- (d) Exhibit D - Project Timetable: attached
- (e) Exhibit E - Development Impact Project Plan: attached
- (f) Exhibit F - Fact Sheet: attached
- (g) Exhibit G - Director's Consent To Action: attached
- (h) Exhibit H - Ward and Parcel Numbers: attached

Executed this 1st day of October, 1992

GARDEN CORPORATION,
a Massachusetts corporation

By: _____

Lawrence C. Moulter,
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Sept 30, 1992

Then personally appeared before me the above-named Lawrence C. Moulter, the President of Garden Corporation, and being duly sworn, acknowledges the foregoing instrument to be the free act and deed of Garden Corporation and made oath that, to the best of his knowledge and belief, the statements contained in the foregoing Application are true.

Before me,

Notary Public

My Commission Expires:

PAUL L. McCANN
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 18, 1997

A General Note on Appendices

Appendices as required by Boston Redevelopment Authority, Rules and Regulations Governing Chapter 121A Projects in the City of Boston, are submitted herein. In earlier project submissions to the BRA (Project Notification Form, April 1989, and DRAFT EIR/PIR, October 1990), reference is made to the New Boston Garden Development which included not only a New Boston Garden, but commercial development in the form of Towers A, B and C, also referenced on certain site and graphic materials submitted herein. It is important to note that the commercial development in the form of Towers A, B and C is not being pursued at this time, and therefore is not the subject of this 121A Application.

MAP - LOCATION OF PROJECT AREA

Aerial Photograph of Project Area

Figure 1-1



Vanasse Hangen Brustlin, Inc.

Aerial Photograph of Project Area

Figure III-2



Vanasse Hangen Brustlin, Inc.

USGS Locus Map

Figure III-1

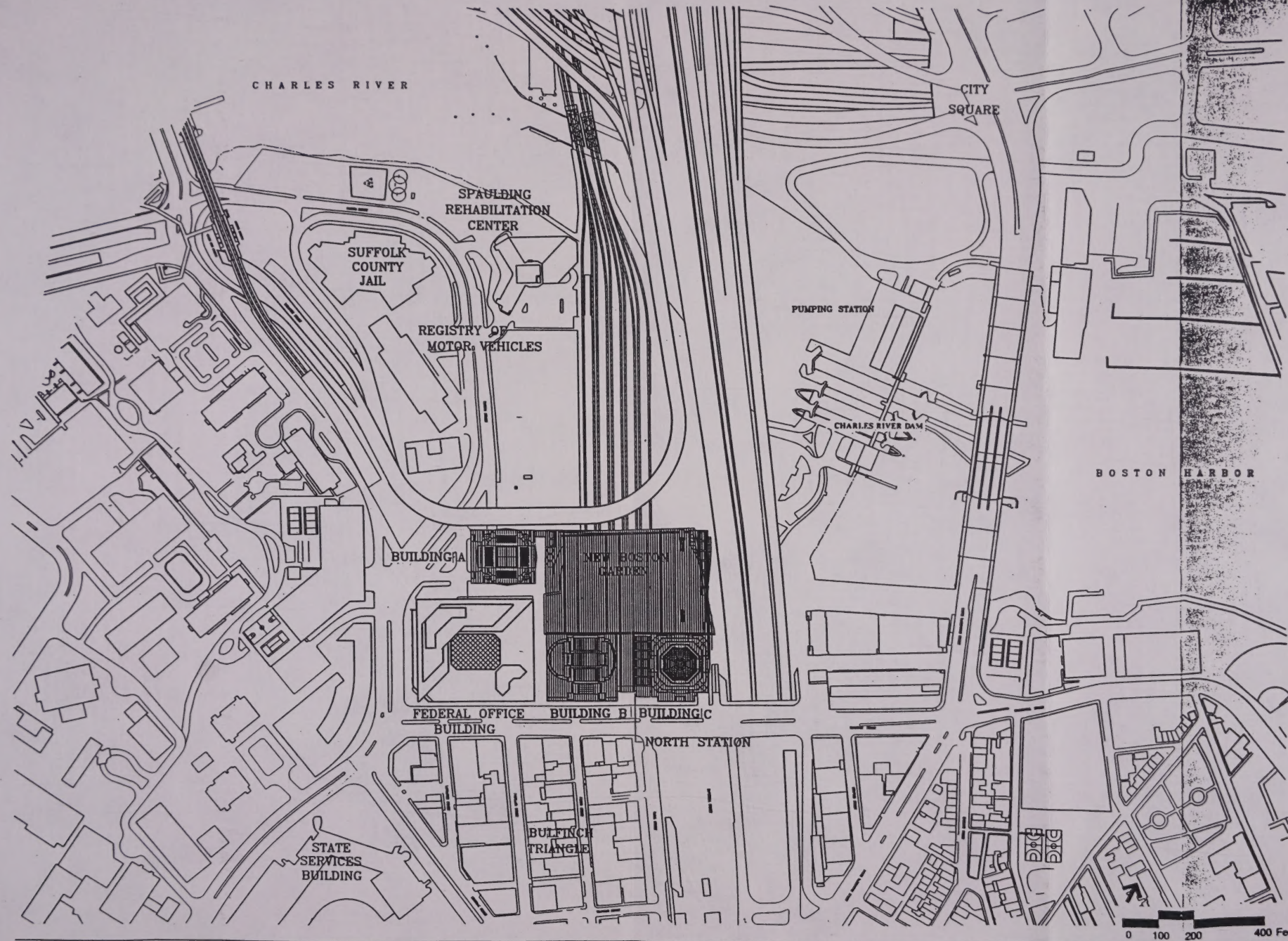
SITE PLAN

Scale: 1/4" = 1'-0"

North Arrow

Figure 11-14

Site Plan

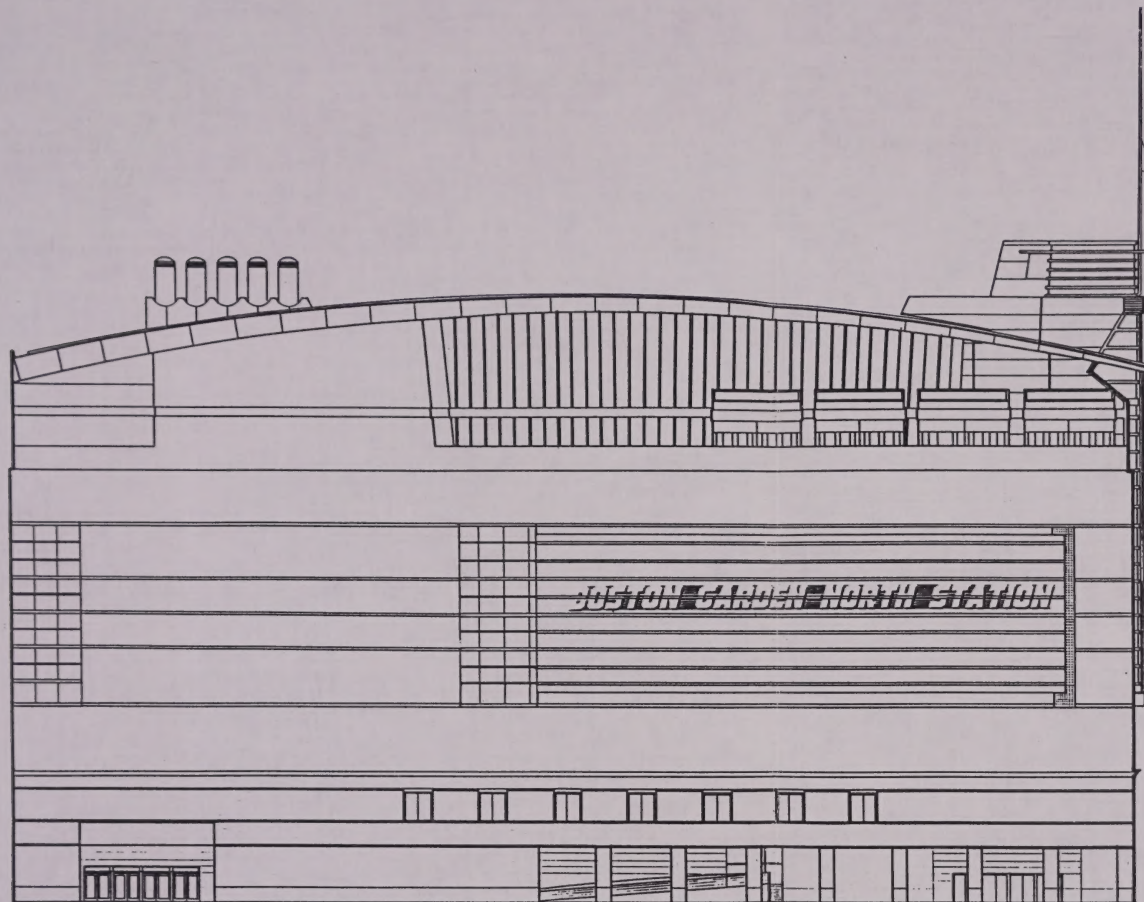


Source: Thomson

Figure III-14

Area Site Plan

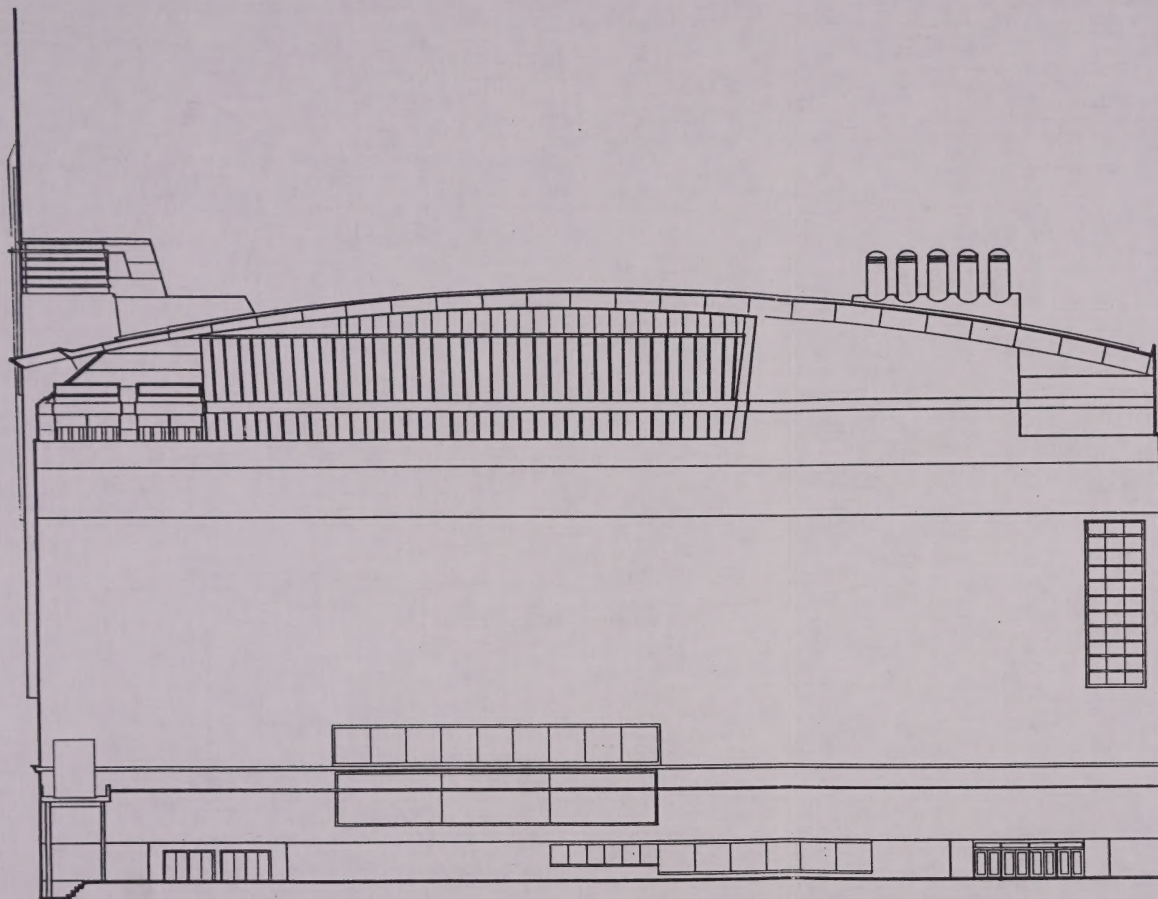
DRAWINGS OF BUILDINGS



Source: Ellerbe Becket, Inc..

Figure IV-15
East Elevation

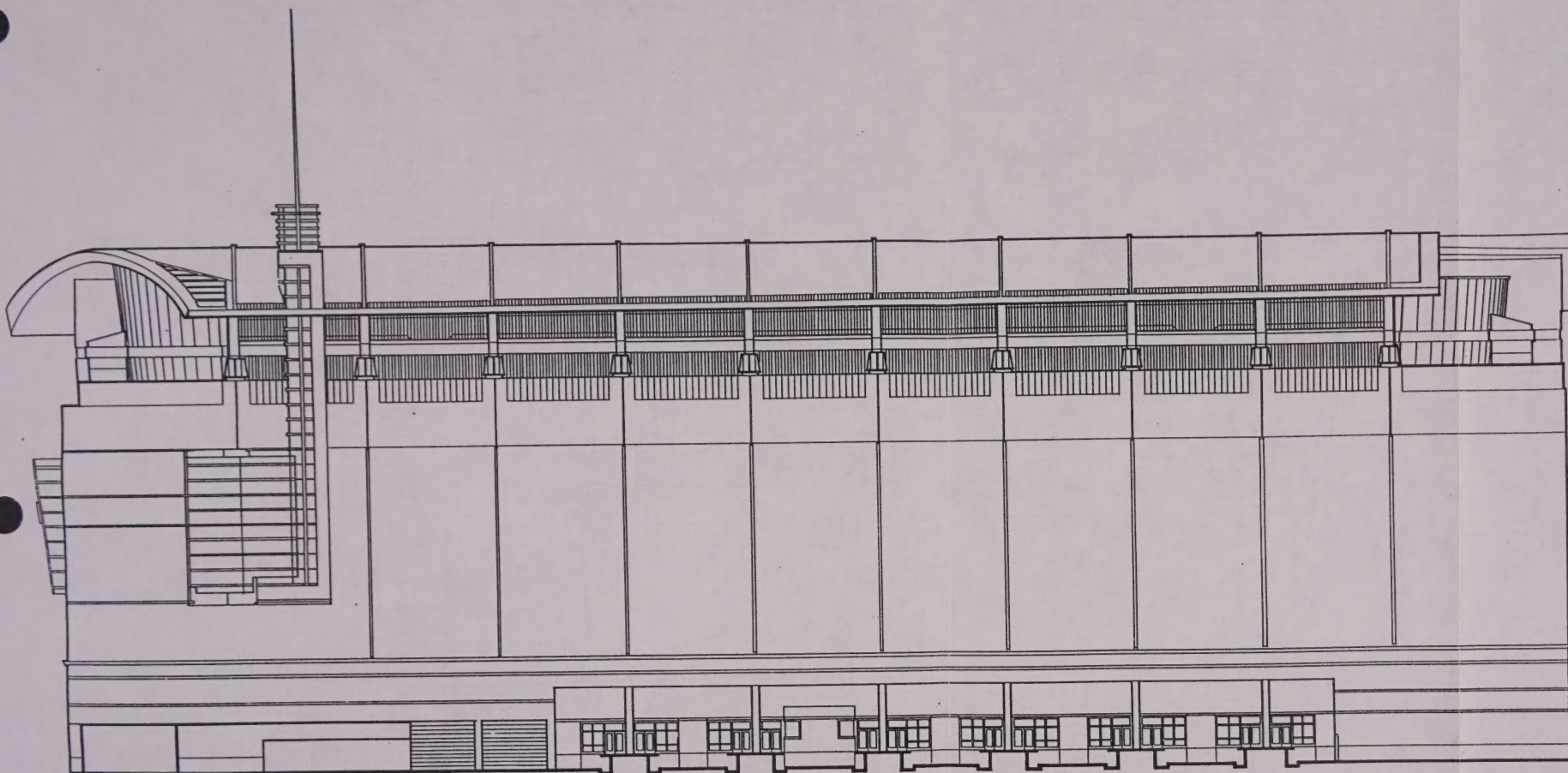
0 20 40 Feet



0 20 40 Feet

Source: Ellerbe Becket, Inc.

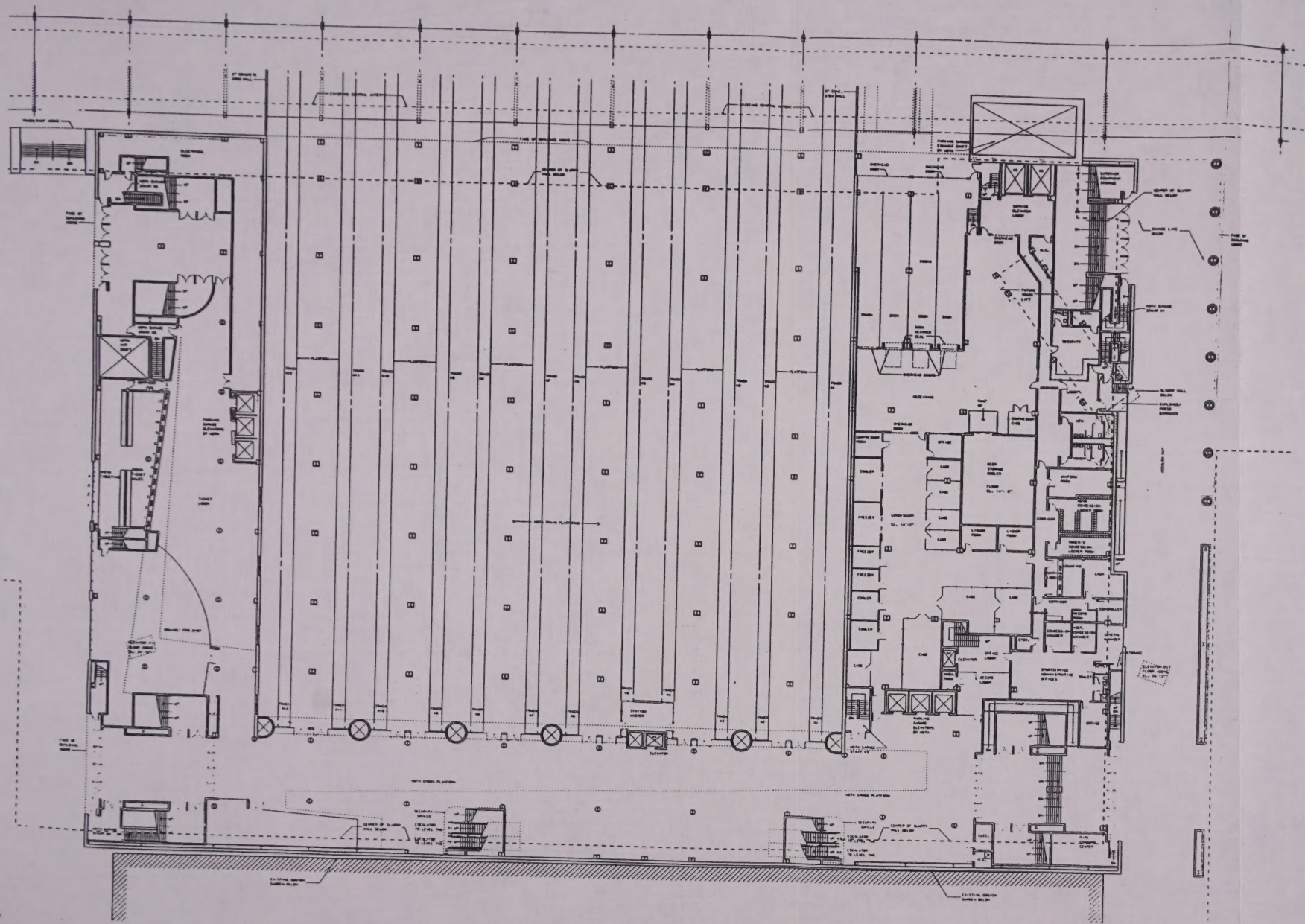
Figure IV-17
West Elevation



Source: Ellerbe Becket, Inc.

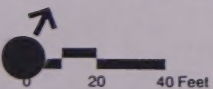
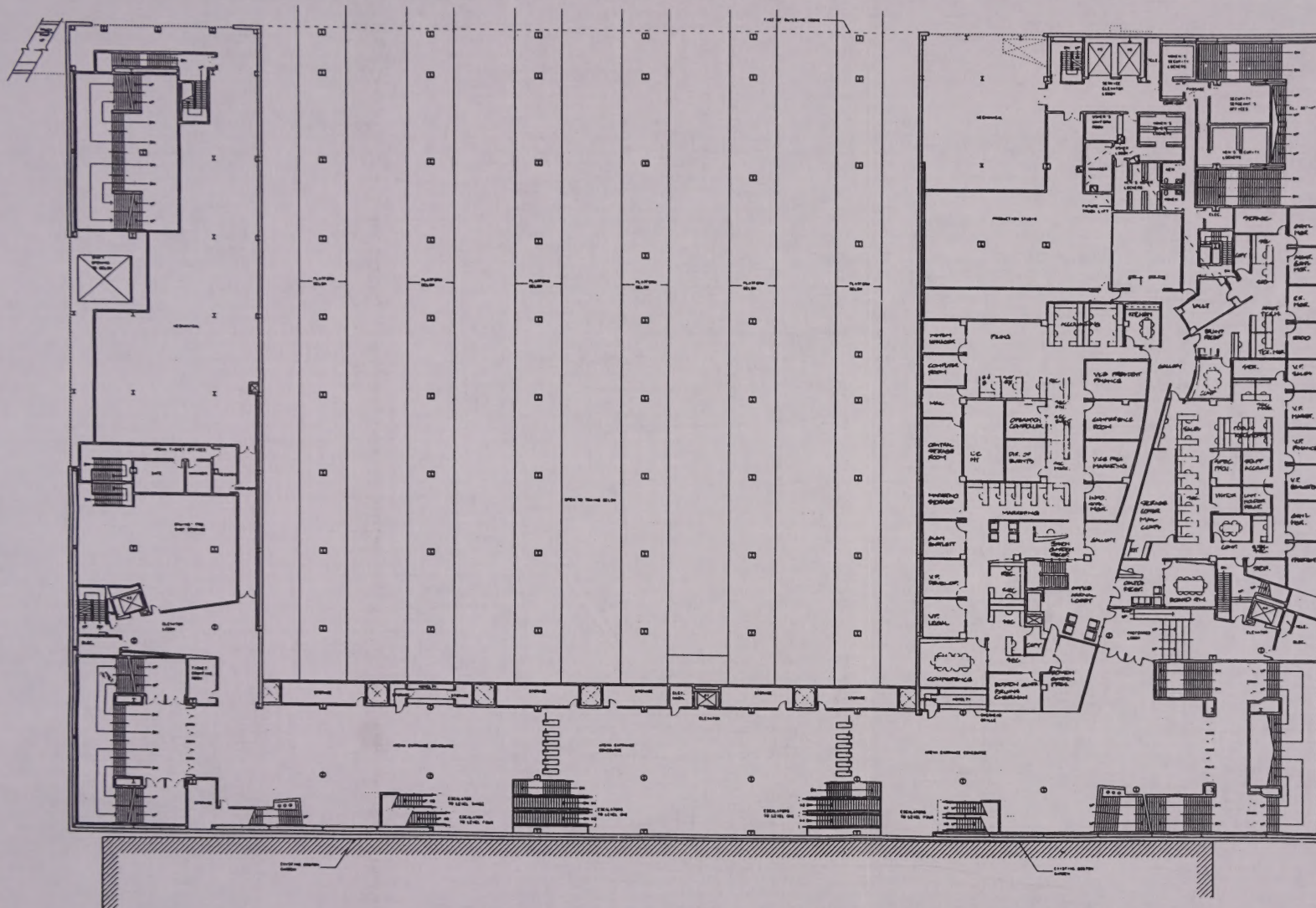
Figure IV-16
North Elevation

1 20 40 Feet



Source: Ellerbe Becket, Inc.

Figure IV-2
Ground Level

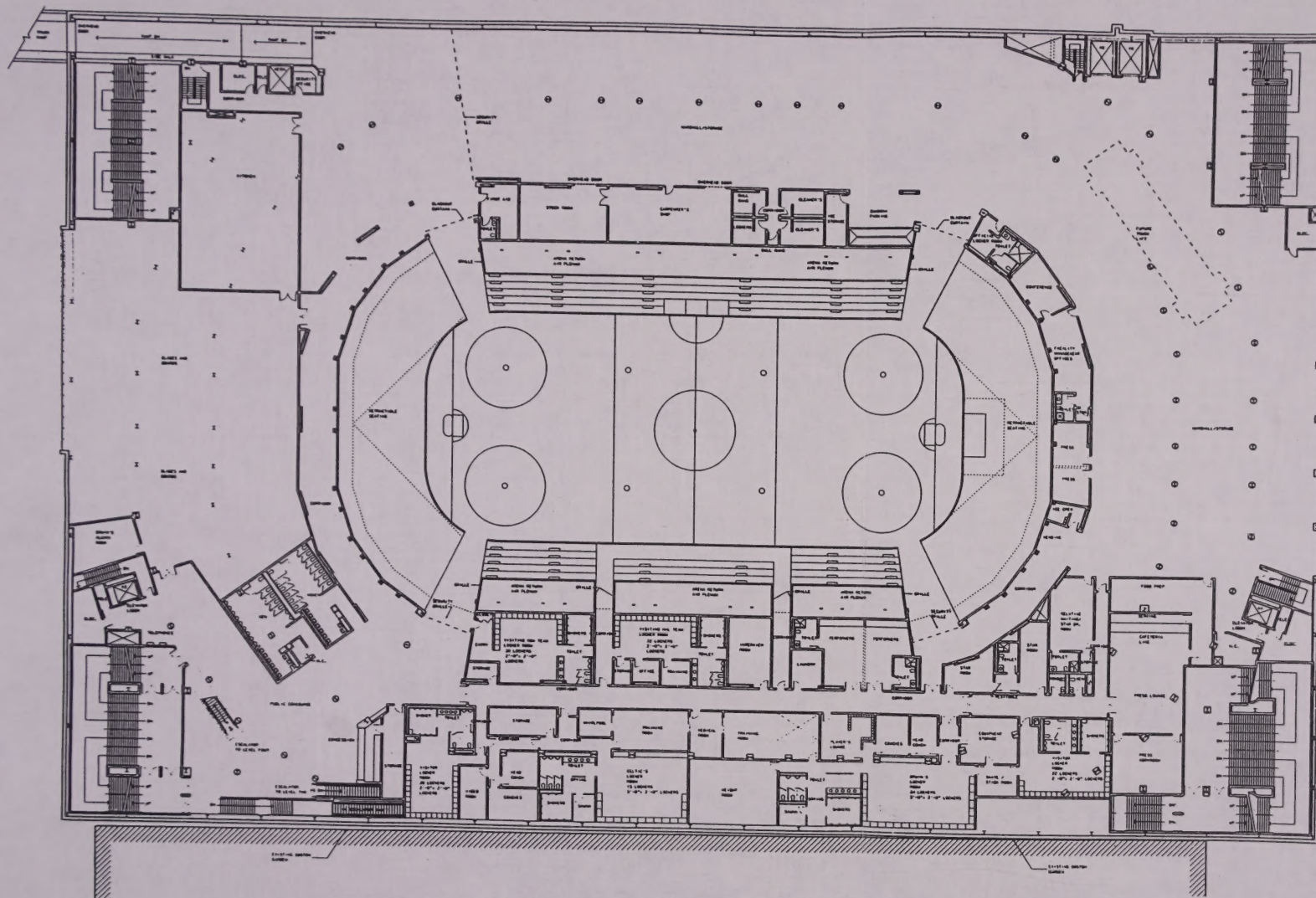


IV 11 New Boston Garden Arena

Source: *Architectural Record*, 1964, p. 100.

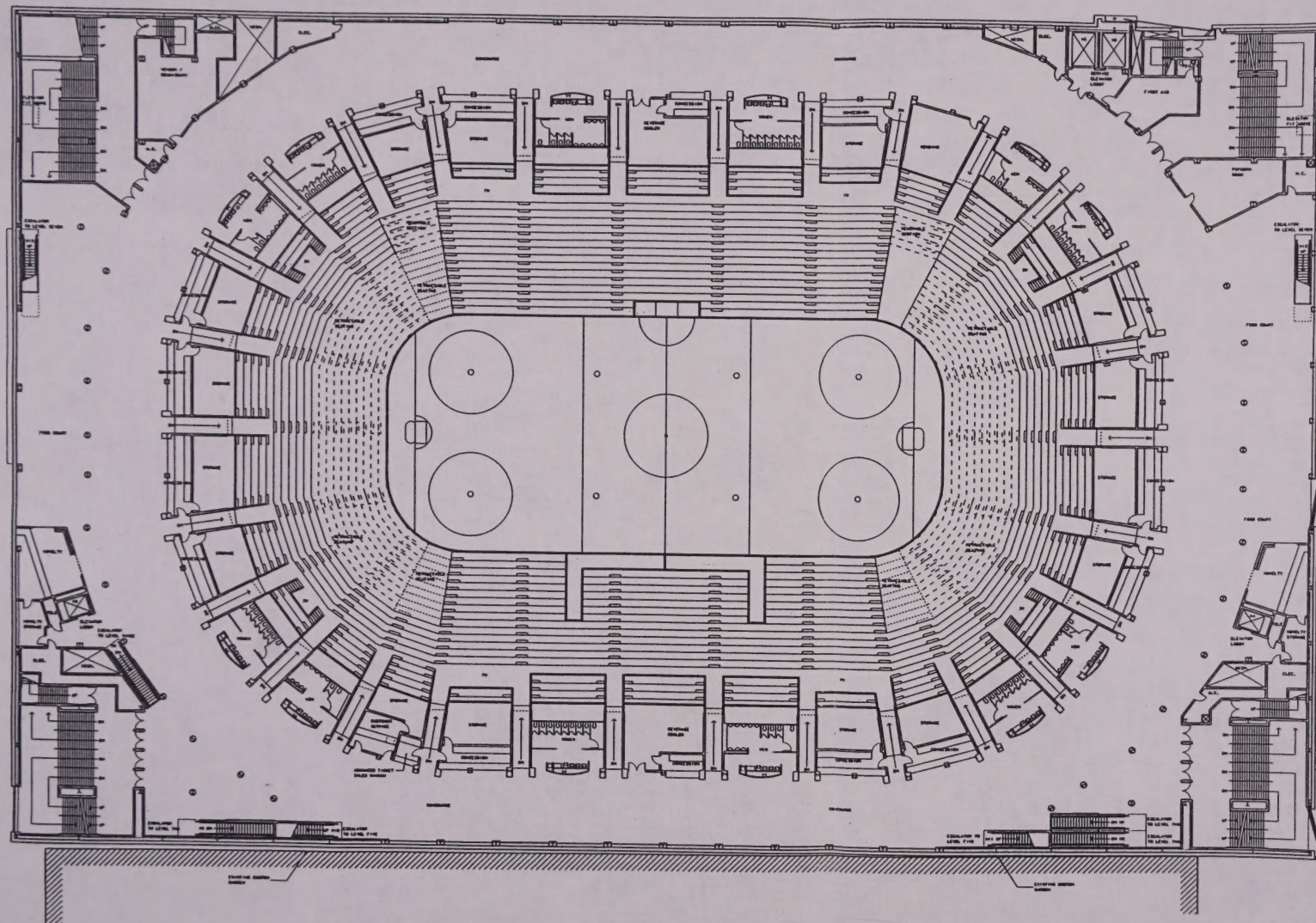
Figure IV

Architectural



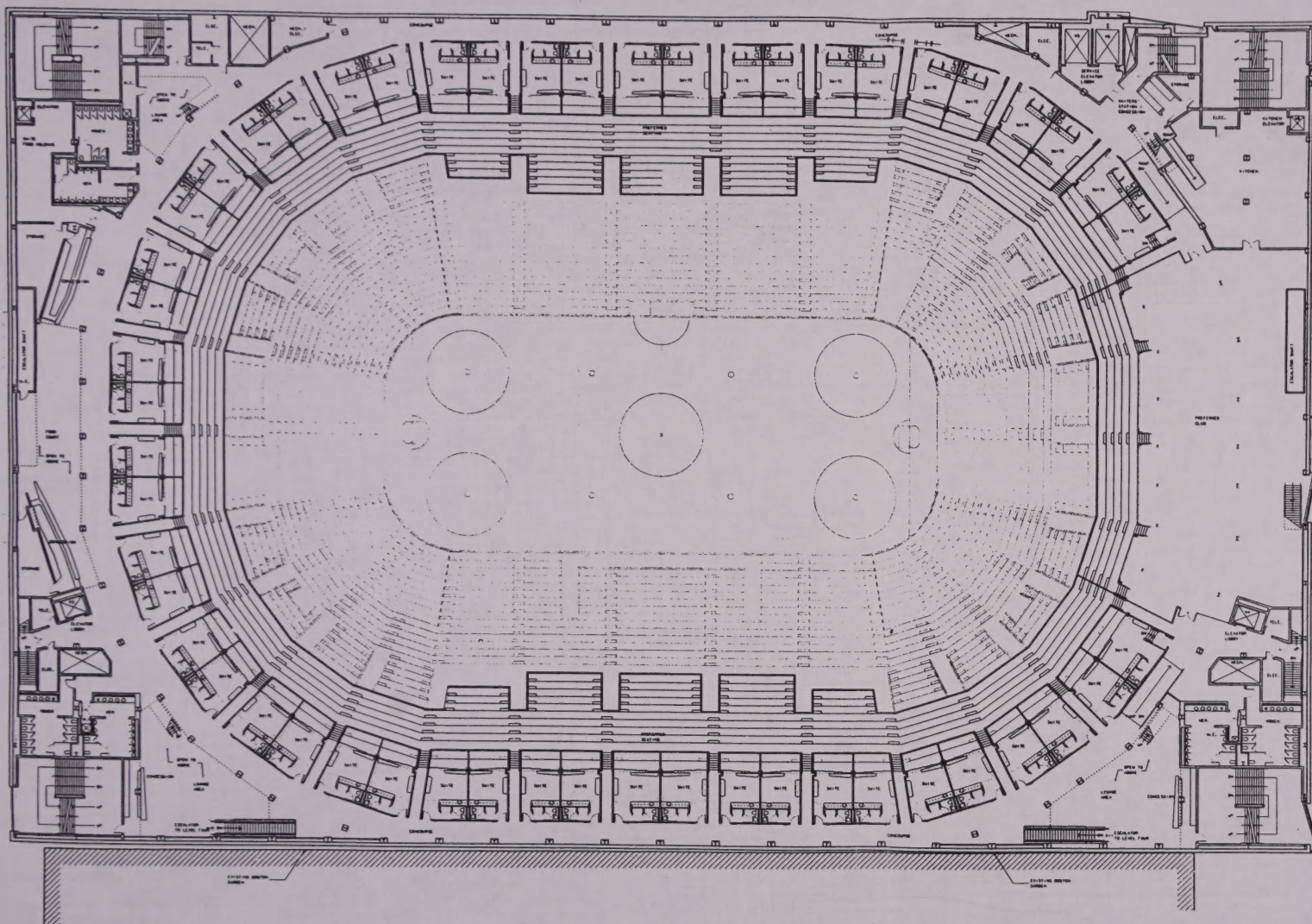
Source: Killebe Becket, Inc.

Figure IV-4
Event Floor Level



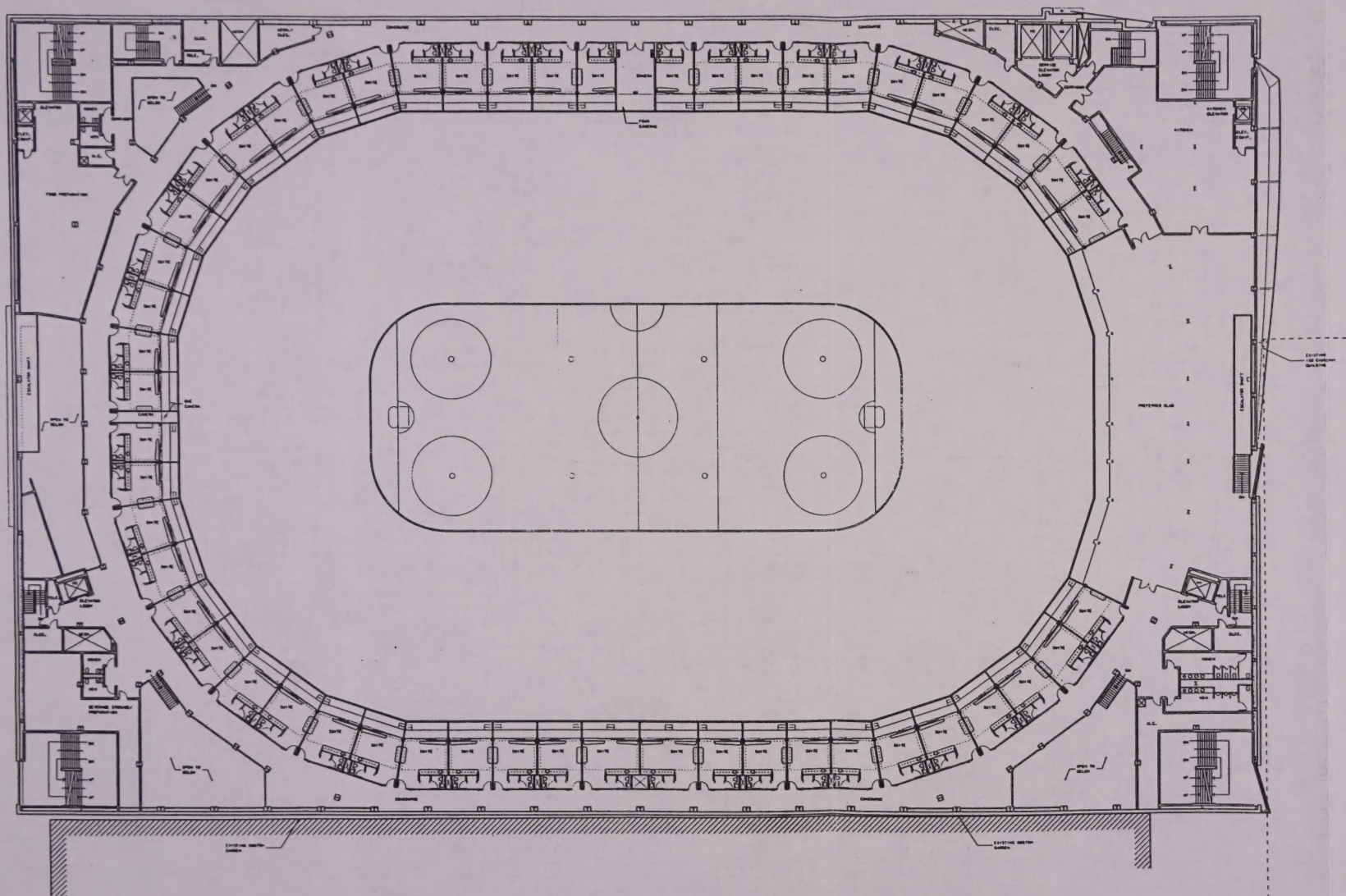
Source: Ellerbe Becket, Inc.

Figure IV-5
Lower Deck Concourse



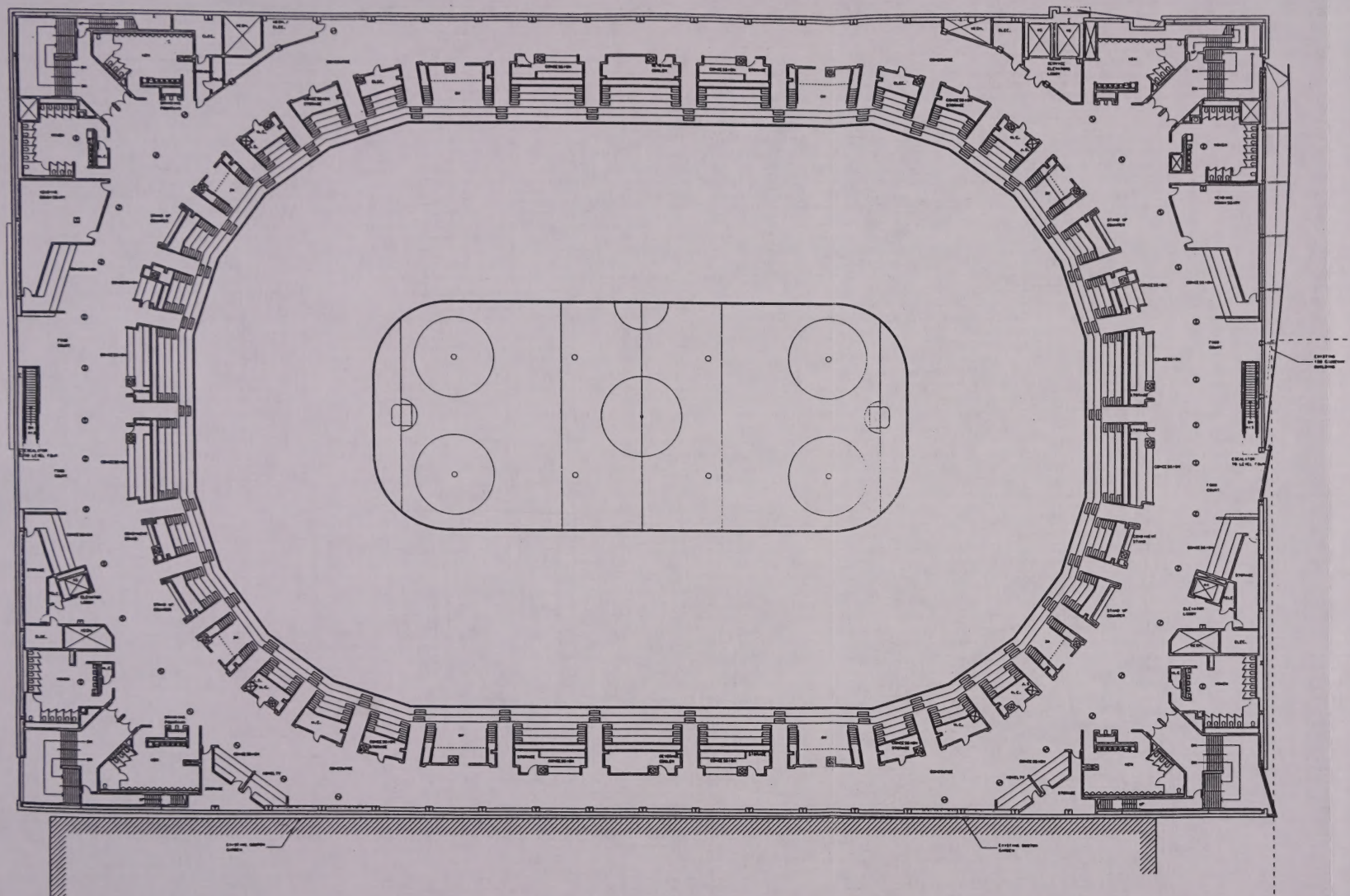
Source: Ellerbe Becket, Inc.

Figure IV-6
Club Seating/
Lower Suite Level



Source: Ellerbe Becket, Inc.

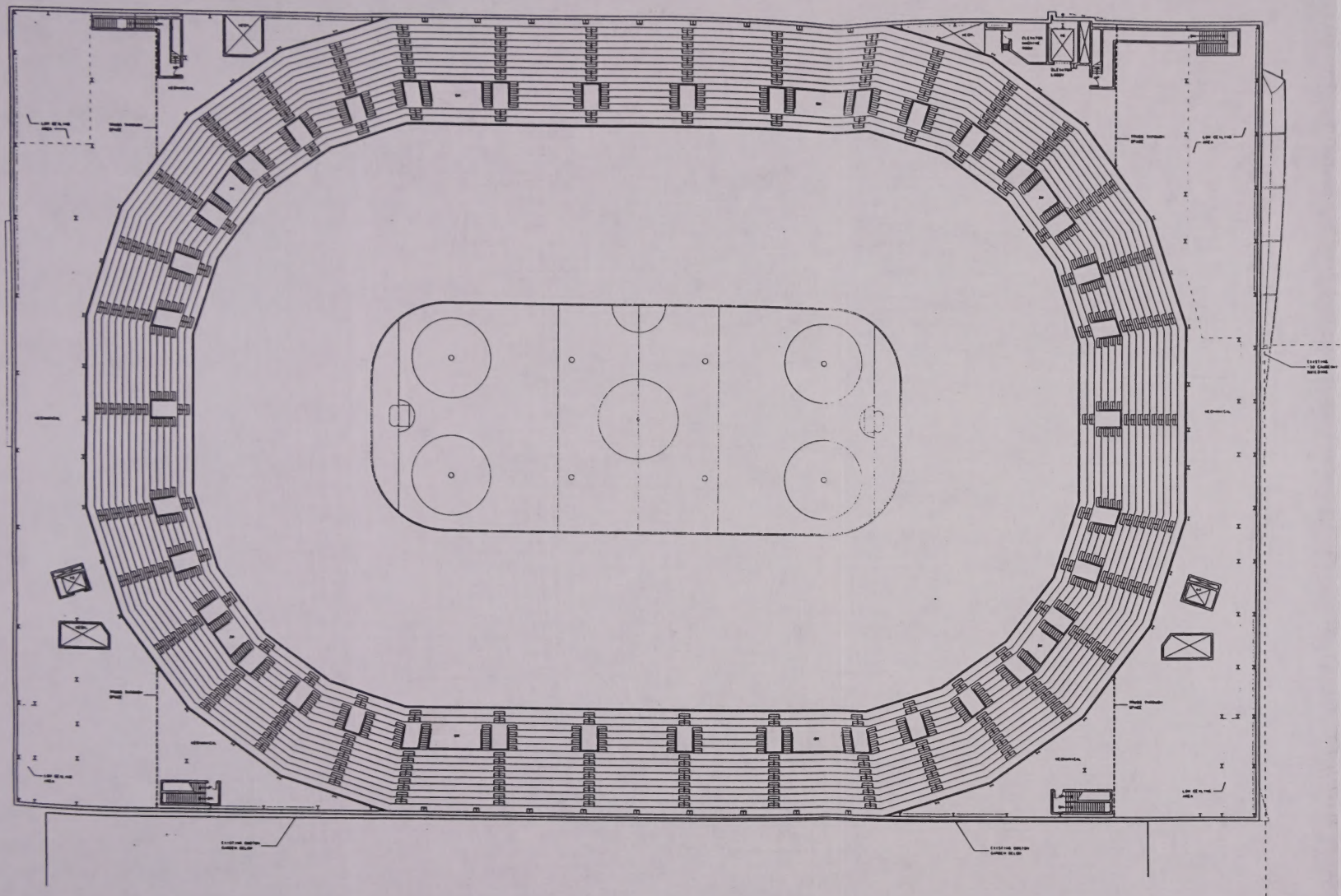
Figure IV-7
Upper Suite Level



Source: Ellerbe Becket, Inc.

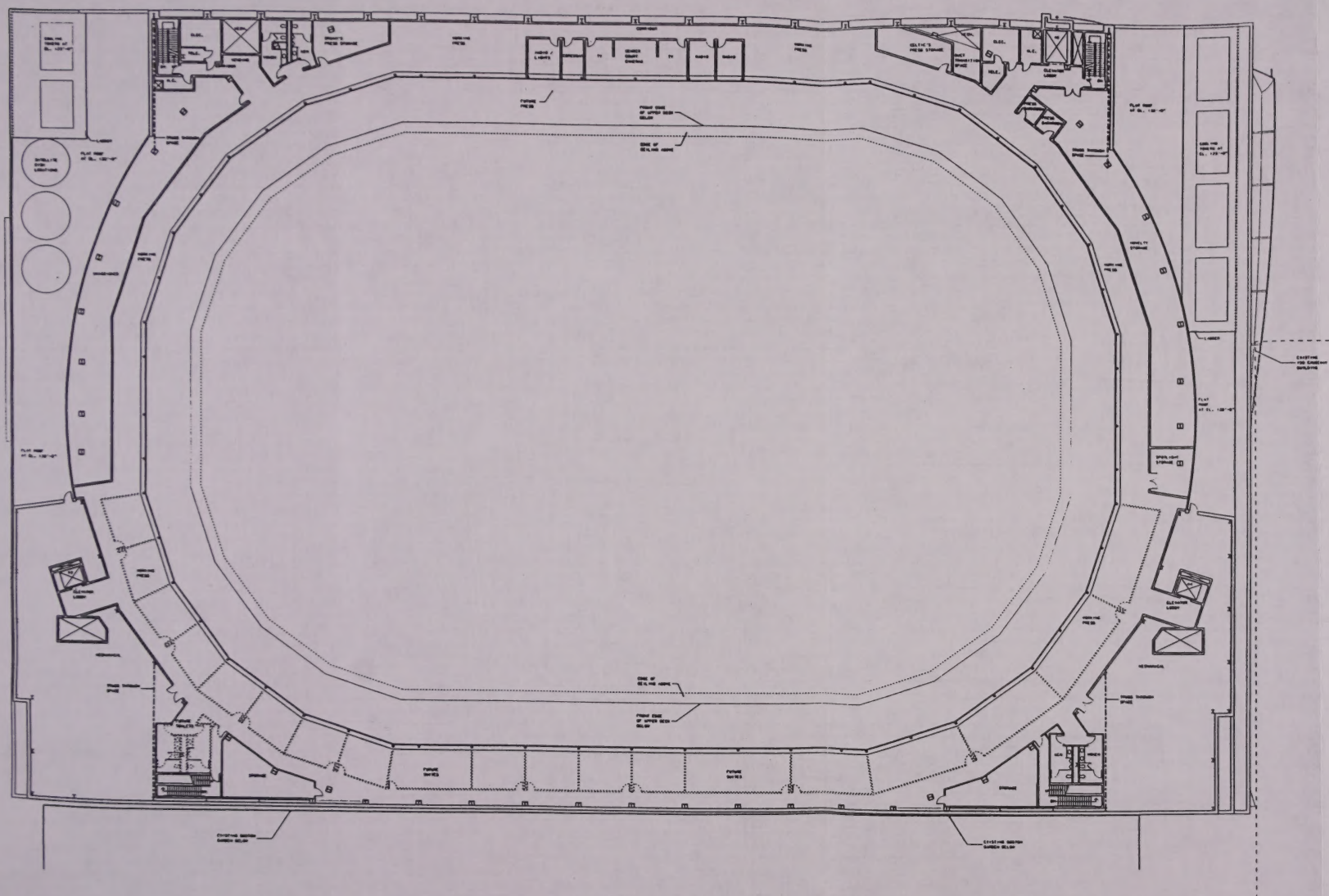
Figure IV-8
Upper Deck Concourse

0 20 40 Feet



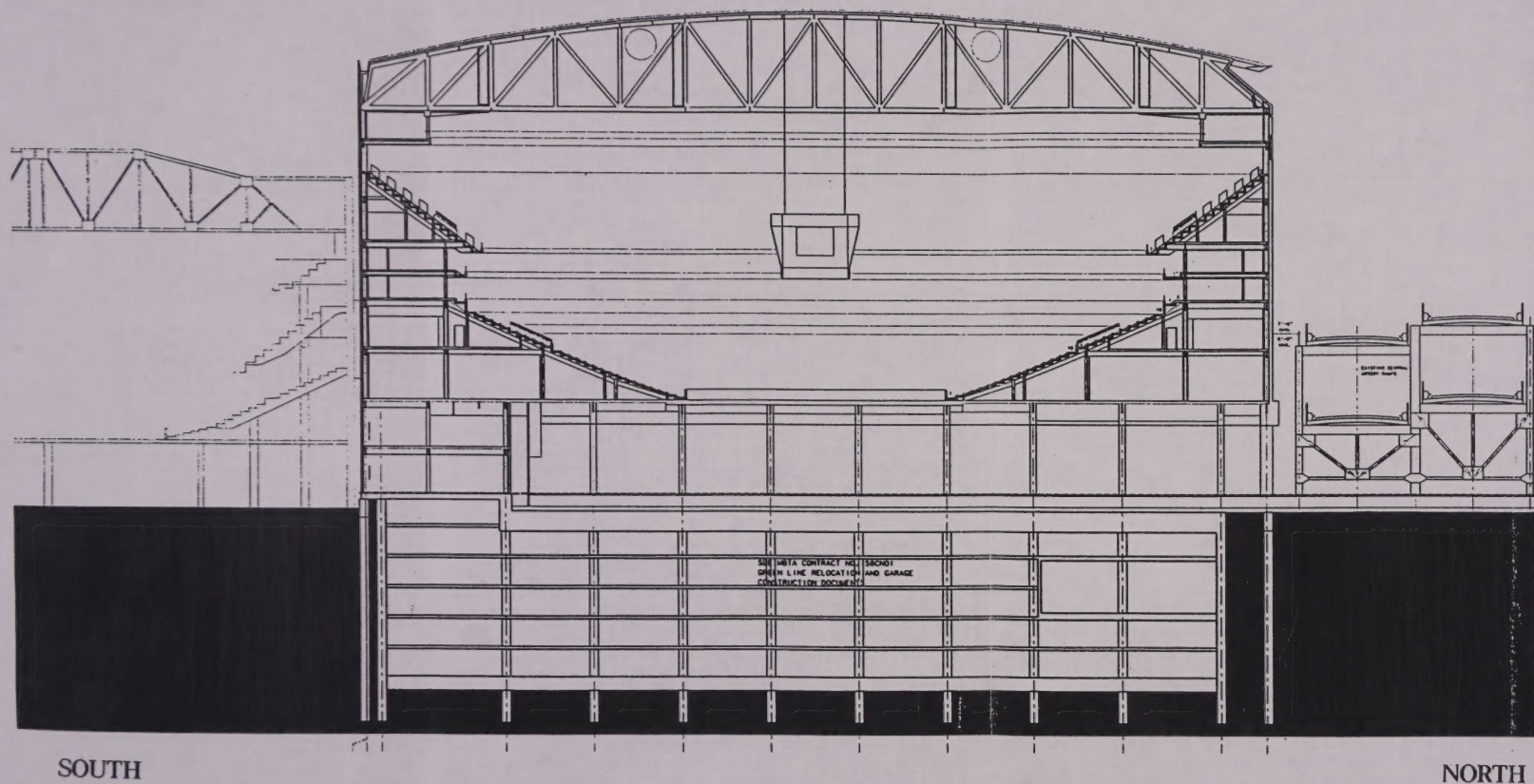
Source: Ellerbe Becket, Inc.

Figure IV-9
Mechanical Level



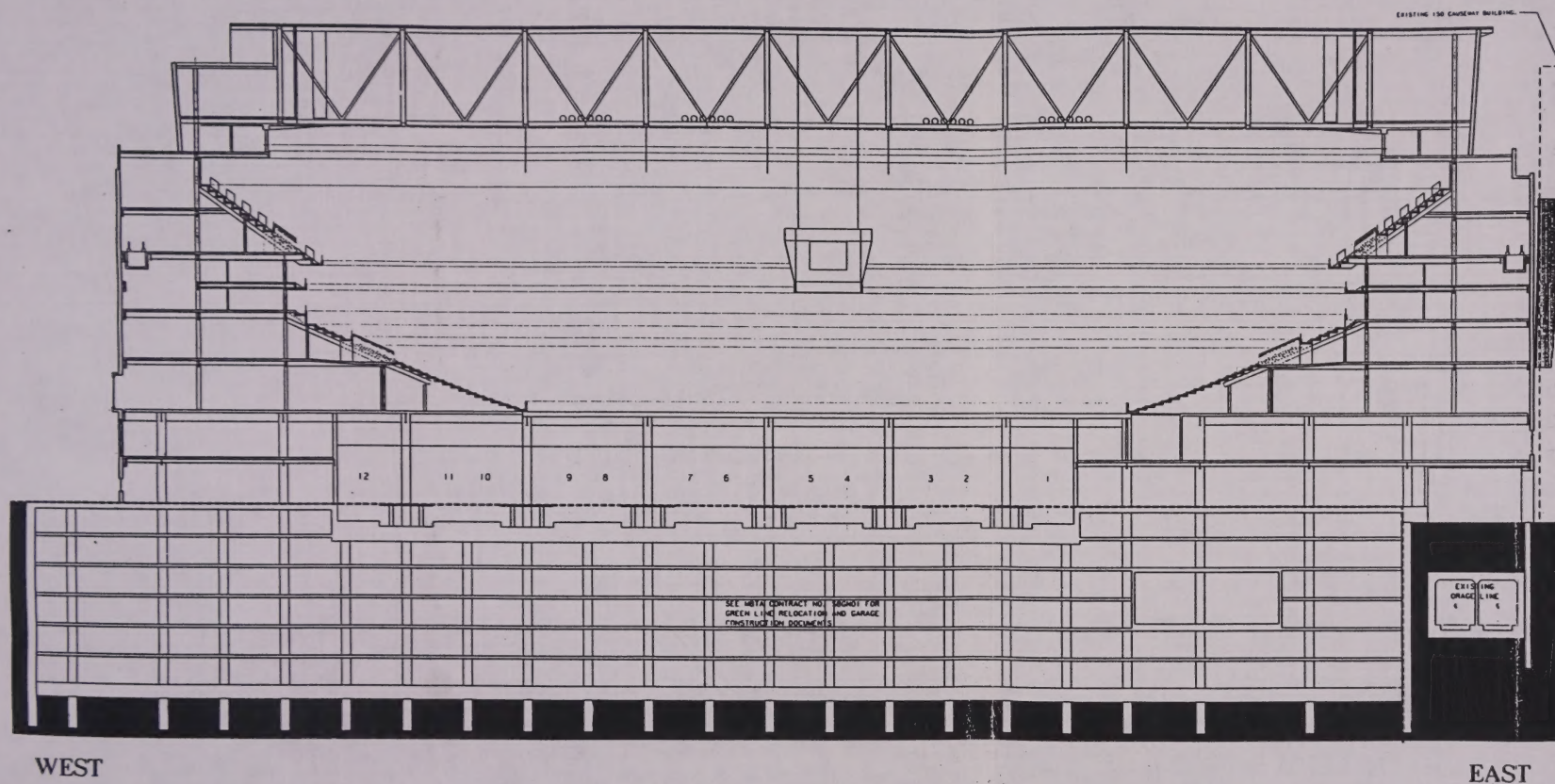
Source: Ellerbe Becket, Inc.

Figure IV-10
Press/ Mechanical Level



Source: Ellerbe Becket, Inc.

Figure IV-14
Arena Section
Looking West



Source: Ellerbe Becket, Inc.

Figure IV-13
Arena Section
Looking North

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
APPROVING THE NORTH STATION URBAN RENOVAL PLAN

WHEREAS, the Boston Redevelopment Authority has made detailed studies, surveys and inspections of the location, physical condition of structures, land use, environmental conditions, and social, cultural and economic conditions of the area in the City of Boston now fully described as set forth in the Urban Renewal Plan heretofore referred to as the North Station Urban Renewal Project (hereinafter called the "Project"); and

WHEREAS, in connection with an application of the Authority to the Department of Community Affairs (hereinafter called the "Department") for Department approval to undertake certain proposed activities in the project, the approval of the governing body of the Authority of the Urban Renewal Plan for the Project is required before the Department will approve the Project; and

WHEREAS, the Boston Redevelopment Authority has prepared an Urban Renewal Plan for the Project area, consisting of text, maps, and exhibits; and

WHEREAS, the Urban Renewal Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the relocation and removal of structures, and other public actions; and

**EVIDENCE OF BLIGHT, SUBSTANDARD CONDITIONS,
DECADENCE**

WHEREAS, the Authority in its capacity as the Planning Board has found that the Urban Renewal Plan is based upon a fact survey and conforms to the comprehensive plan for the location of a city and

WHEREAS, the Boston Redevelopment Authority has prepared a program for the relocation of individuals, families, and businesses that may be displaced as a result of carrying out the Project in accordance with the Urban Renewal Plan; and

WHEREAS, there have been presented to the Boston Redevelopment Authority information and data reflecting the physical and other conditions in the Project area and the relocation program prepared as a result of such studies, surveys, and inspections; and

WHEREAS, the Boston Redevelopment Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects under Chapter 121B of the Massachusetts General Laws, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That it is hereby found and determined that the Project area is a substandard, decadent, and blighted area and qualifies as an eligible project area under said Chapter 121B.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
APPROVING THE NORTH STATION URBAN RENEWAL PLAN

WHEREAS, the Boston Redevelopment Authority has made detailed studies, surveys and inspections of the location, physical condition of structures, land use, environmental influences, and social, cultural and economic conditions of the area in the City of Boston more fully described as set forth in the Urban Renewal Plan hereinafter referred to as the North Station Urban Renewal Project (herein called the "Project"); and

WHEREAS, in connection with an application of the Authority to the Department of Community Affairs (hereinafter called the "Department") for Department approval to undertake urban renewal activities in the project, the approval of the governing body of the Authority of the Urban Renewal Plan for the Project is required before the Department will approve the Project; and

WHEREAS, the Boston Redevelopment Authority has prepared an Urban Renewal Plan for the Project area, consisting of text, maps, and exhibits; and

WHEREAS, the Urban Renewal Plan for the Project area prescribes certain land uses for the Project area and will require, among other things, changes in zoning, the vacating and removal of streets, alleys, and other public ways, the establishment of new street patterns, the location and relocation of sewer and mains and other public facilities, and other public actions; and

WHEREAS, the Authority in its capacity as the Planning Board has found that the Urban Renewal Plan is based upon a local survey and conforms to the comprehensive plan for the locality as a whole; and

WHEREAS, the Boston Redevelopment Authority has prepared a program for the relocation of individuals, families, and businesses that may be displaced as a result of carrying out the Project in accordance with the Urban Renewal Plan; and

WHEREAS, there have been presented to the Boston Redevelopment Authority information and data respecting the physical and other conditions in the Project area and the relocation program prepared as a result of such studies, surveys, and inspections; and

WHEREAS, the Boston Redevelopment Authority is cognizant of the conditions that are imposed in the undertaking and carrying out of urban renewal projects under Chapter 121B of the Massachusetts General Laws, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That it is hereby found and determined that the Project area is a substandard, decadent and blighted open area and qualifies as an eligible Project area under said Chapter 121B.

2. That the Urban Renewal Plan for the Project, having been duly reviewed and considered, is hereby approved, and the Secretary be and is hereby directed to file said copy of the Urban Renewal Plan with the minutes of this meeting.
3. That it is hereby found and determined that the Urban Renewal Plan for the Project area conforms to a comprehensive plan of the locality as a whole.
4. That it is hereby found and determined that, in addition to the elimination of blight from the Project area, the undertaking of the Project in such area will further promote the public welfare and the proper development of the community by making land in such area available for disposition and redevelopment for uses in accordance with the Urban Renewal Plan.
5. That it is hereby found and determined that the Urban Renewal Plan for the Project area will afford maximum opportunity, consistent with the sound needs of the locality as a whole, for the urban renewal of the area by private enterprise.
6. That it is hereby found and determined that the Urban Renewal Plan for the Project area gives due consideration to the provision of adequate park and recreational areas and facilities.
7. That it is hereby found and determined that the program for the proper relocation of individuals, families, and businesses displaced in carrying out the Project in decent, safe and sanitary structures in conformity with acceptable standards is feasible and can be reasonably and timely effected to permit the proper prosecution and completion of the Project; and that such dwellings or dwelling units available or to be made available to such displaced individuals and families are at least equal in number to the number of displaced individuals and families, are not generally less desirable in regard to public utilities and public and commercial facilities than the dwellings of the displaced individuals and families in the Project area, are available at rents or prices within the financial means of the displaced individuals and families, and are reasonably accessible to their places of employment.
8. That, in order to implement and facilitate the effectuation of the Urban Renewal Plan hereby approved, the Director of this Authority be and hereby is authorized, to execute and deliver, for and in the name of this Authority, a cooperation agreement with the City of Boston.
9. That the Director of the Authority is hereby authorized to submit to the Mayor, for his review and submission to the City Council for its approval, and to submit to the State Department of Community Affairs for their approval and appropriate findings, the North Station Urban Renewal Plan, together with the Relocation Program and any other required supporting documentation necessary to secure the respective approvals.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

RE: MODIFICATION OF THE NORTH STATION URBAN RENEWAL PLAN

WHEREAS, the Urban Renewal Plan for the North Station Urban Renewal Area was adopted by the Boston Redevelopment Authority on May 22, 1980, and approved by the City Council of the City of Boston on July 16, 1980; and

WHEREAS, the Resolution adopted by City Council on July 16, 1980, necessitates that the Authority make minor modifications to the Urban Renewal Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY THAT:

Pursuant to Section 2.3.8.1 of the North Station Urban Renewal Plan, the Plan be and hereby is amended by:

1. Section 2.3.1 "Land Acquisition" is hereby modified by inserting the following words:

In that Sub Area II of the Urban Renewal Plan is an interim plan subject to revision and refinement at a later date, the Authority shall not proceed with any land acquisition within Sub Area II until an acceptable, detailed, and financially sound plan is developed for Sub Area II and submitted for approval to the Boston Redevelopment Authority, the Boston City Council and the Massachusetts Executive Office of Communities and Development.

2. Section 2.1 "Description of Project" is hereby modified by inserting the following words:

Sub Area II of the Urban Renewal Plan is therefore an interim plan subject to revision and refinement at a later date. An acceptable detailed and financially sound plan shall be developed by the Authority for Sub Area II and submitted for approval to the Boston City Council, and to the Massachusetts Executive Office of Communities and Development.

Until an acceptable, detailed, and financially sound plan is developed for Sub Area II, the Authority shall not proceed with any land acquisition within Sub Area II. In addition, the Authority shall prepare and evaluate alternative possibilities for the Sub Area II and their impact upon the development of the Sub Area I shall be examined. A work program for this effort shall be prepared by the Authority and shall contain, at a minimum, the following considerations:

- a. preparation of alternative land use plans for Sub Area II;
- b. preparation of market studies for proposed land uses and evaluation of economic feasibility;
- c. maximizing public access to and use of waterfront areas along the Charles River in the North Station area for use by residents of adjacent neighborhoods in the North End, West End and others;
- d. preparation of environmental impact analyses of proposed land uses, including analyses of any proposed alterations to the Charles River shoreline;
- e. preparation of detailed financial plans for public and private investment requirements for Sub Area II of the Urban Renewal Plan;
- f. investigation of State and Federal financial commitments which may be required to carry out the Sub Area II portion of the Urban Renewal Plan;
- h. maximizing opportunities to provide for low and moderate income housing within the Sub Area II portion of the Plan; and
- i. documenting potential private investment interests in disposition parcels within Sub Area II.

The preparation of the supplemental documentation outlined above will support the Urban Renewal Plan objectives for Sub Area II by: (1) preventing indiscriminate development that could be detrimental to the long-term development of the overall area; (2) demonstrating that the City of Boston and the Boston Redevelopment Authority have taken the first steps toward the eventual revitalization of the area; and (3) by providing the legal authority necessary to secure financial assistance which may be required to support these preliminary planning, marketing, environmental, financial and engineering studies.

3. That these modifications are found to be minor modifications which do not substantially or materially alter or change the Plan.
4. That the Director be and hereby is authorized to revise the Plan accordingly and proceed with the submission of the Plan as amended to the Massachusetts Executive Office of Communities and Development.



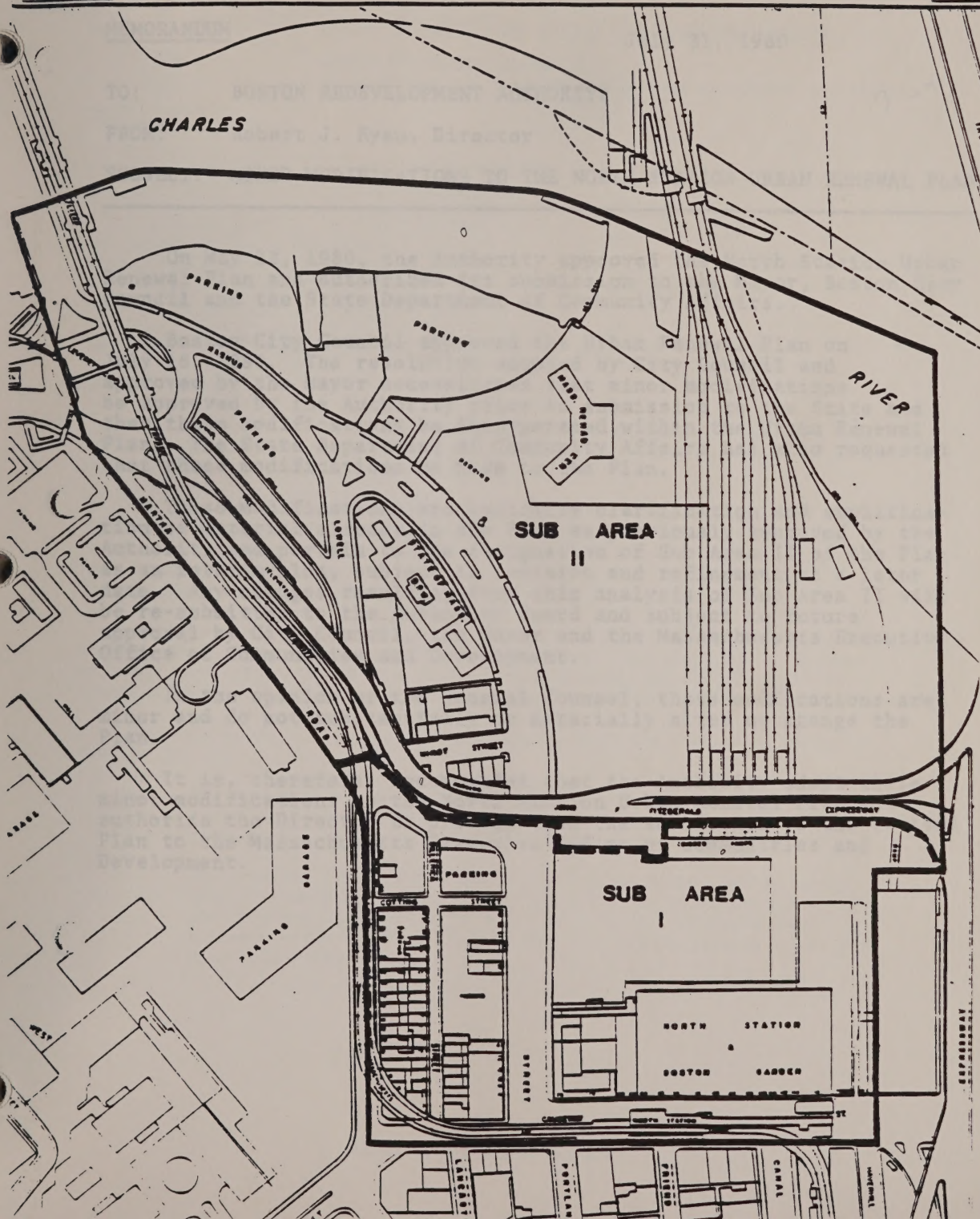
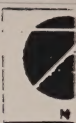
**NORTH STATION
REDEVELOPMENT
PROJECT**

BOSTON REDEVELOPMENT AUTHORITY

PROJECT BOUNDARY

0 200 400 FT.
0 50 100 M.

2-1



MEMORANDUM

July 31, 1980

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: Robert J. Ryan, Director

SUBJECT: MINOR MODIFICATIONS TO THE NORTH STATION URBAN RENEWAL PLAN

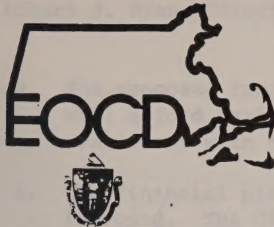
On May 22, 1980, the Authority approved the North Station Urban Renewal Plan and authorized its submission to the Mayor, Boston City Council and the State Department of Community Affairs.

Boston City Council approved the Urban Renewal Plan on July 16, 1980. The resolution adopted by City Council and approved by the Mayor necessitates that minor modifications be approved by the Authority prior to submission to the State and that these modifications be incorporated within the Urban Renewal Plan. The State Department of Community Affairs has also requested that these modifications be made to the Plan.

These modifications are basically clarification and amplification of material already in the Plan as previously approved by the Authority and pertain to the designation of Sub Area II of the Plan as an interim plan, subject to revision and refinement at a later date. Any changes resulting from this analysis of Sub Area II will be re-submitted to the Authority Board and subject to future approval by City Council, the Mayor and the Massachusetts Executive Office of Communities and Development.

In the opinion of the General Counsel, these modifications are minor and do not substantially or materially alter or change the Plan.

It is, therefore, recommended that the Authority adopt these minor modifications to the North Station Urban Renewal Plan and authorize the Director to proceed with the submission of the revised Plan to the Massachusetts Executive Office of Communities and Development.



Commonwealth of Massachusetts

Executive Office of Communities and Development

Office of the Secretary

100 Cambridge Street Room 1404 Boston, Massachusetts 02202 (617) 727-7765

Edward J. King, Governor
Byron J. Matthews, Secretary

January 19, 1981

RECEIVED

JAN 19 1981

Mr. Robert J. Ryan, Director
Boston Redevelopment Authority
City Hall, 9th Floor
Boston, MA 02201

RE: NORTH STATION URBAN RENEWAL PROJECT

BOSTON REDEVELOPMENT AUTHORITY
OFFICE OF THE DIRECTOR

Dear Mr. Ryan:

The Department of Community Affairs (the "Department") has completed its review of the North Station Urban Renewal Plan (the "Plan") and supporting documentation submitted in connection therewith.

We note that the Plan was adopted and approved by the Authority on July 31, 1980, after a public hearing. On July 16 1980, the Plan was approved after a public hearing by the Boston City Council. No public hearing was held by the Department as none was requested pursuant to the provisions of Chapter 121B, Section 48 of the Massachusetts General Laws.

The Department concurs in the findings of the Boston Redevelopment Authority, acting as the Planning Board of the City of Boston, that the Plan, as amended, is based upon a local survey and conforms to the comprehensive plan for the locality as a whole and is consistent with the local objectives of the community.

The Department further finds, in accordance with the provisions of said Section 48, that:

1. The project area, as amended, would not by private enterprise alone and without either government subsidy or the exercise of governmental power, be made available for urban renewal.

There exists sufficient evidence of physical deterioration, diversity of ownership, incompatible land uses, irregular lot sizes and obsolete street patterns so as to make it improbable that the area would be redeveloped by the ordinary operations of private enterprise alone.

2. The proposed land use and building requirements in the project area will afford maximum opportunity to privately financed urban renewal consistent with the sound needs of the City of Boston as a whole.
3. The financial plan for the redevelopment of Sub-Area I of the Plan is sound. The City of Boston has agreed to issue General Obligation Bonds in the amount of \$6.6 million to finance project execution activities, land acquisition, relocation, site clearance, preliminary design of transportation systems, and project administration. The General Services Administration has earmarked \$75 million for construction of a new federal office building in the project area.

In its review of urban renewal plans it is the Department's role to ensure that, in the exercise of eminent domain, a public purpose will in fact be performed in that blight and decadence will be removed and the proposed improvements will materialize. The financial soundness of the proposed renewal activities in Sub-Area II has not been documented. Therefore, as a condition to this Plan approval, the Department hereby establishes a moratorium on land acquisition within Sub-Area II until such time as an acceptable, detailed and financially-sound plan is developed by the BRA and approved by the Boston City Council and the Department.

4. The North Station Urban Renewal Project presently contains both substandard and decadent, and blighted open areas which are detrimental to the health, welfare, and safety of the community.

Two-thirds of the structures are either substandard and decadent by reason of both building and environmental deficiencies. In Sub-Area I a total of 32.5% of the structures have or are impacted by blighting influences including: inadequate right of way layout, conversion to incompatible types of uses, obsolete building types and detrimental land uses. Sub-Area II qualifies as both a "decadent area" as well as a "blighted open area." It contains all of the above-referenced blighting influences plus the following characteristics of a blighted open area: absence of built up land uses, serious topographic difficulties and stagnation and deterioration due to inadequacy of transportation facilities, complexities of ownership and division of the area by obsolete right of way.

5. The plan for Sub-Area I is sufficiently complete as outlined in M.G.L., C. 121B Section 1. No land acquisition by the BRA in Sub-Area II will be permitted until a detailed, financially-sound plan for Sub-Area II is developed by the BRA and approved by the Boston City Council and the Department. The current plan for Sub-Area II can only be regarded as an interim plan which would secure the area from the effects of indiscriminate development which could be detrimental to the long-term development opportunities of the overall area.
6. The relocation plan for the North Station Urban Renewal Project is approved under M.G.L., C. 79 A and the Relocation Assistance Regulations (760 CMR 27.00).

January 19, 1981

It is understood that the BRA is committed to secure an alternative housing site close to the North Station area for displacees who wish to remain in the area. It is further understood that the BRA will provide for the construction, development and/or rehabilitation of housing for low and moderate income persons, as well as for persons seeking market rate housing.

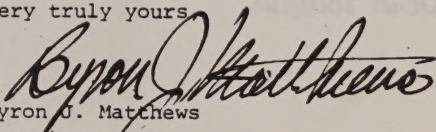
The Secretary of the Executive Office of Environmental Affairs has determined, pursuant to M.G.L., C. 30, S. 62F, that the Interim Environmental Impact Report submitted on the North Station Urban Renewal Plan may be carried out provided that no land acquisition may take place within Sub-Area II until 60 days after the Secretary has issued a notice of availability of the Final EIR.

The Department further notes that this letter in no way serves as a commitment of state financial assistance under M.G.L., C. 121B.

The Department hereby approves that North Station Urban Renewal Plan with the condition that a moratorium be placed on land acquisition by the BRA in Sub-Area II until an acceptable, detailed and financially-sound plan is developed for Sub-Area II and is approved by the BRA Board, the Boston City Council and the Department. An acceptable plan must be submitted to the Department within thirty-six (36) months of the date of this approval letter. Failure to meet this deadline will result in the rescission of the urban renewal designation for Sub-Area II of the Plan. Plan approval is also subject to completion of the MEPA environmental review process.

I am pleased, on behalf of the Commonwealth of Massachusetts, to have played a role in the revitalization of this key section of the city. I believe that the implementation of this redevelopment project and the construction of a major new federal office building by the General Services Administration will serve as a catalyst for significant public and private investment in this area.

Very truly yours,


Byron J. Matchews
Secretary
Executive Office of Communities
and Development

BJM/cr

North Station Final Project Report

2.0 Urban Renewal Plan

submitted to
**Executive Office of
Communities and Development
Commonwealth of Massachusetts**

August 1980

**Kevin H. White, Mayor
City of Boston**

**Robert J. Ryan, Director
Boston Redevelopment Authority**

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SUBMITTED TO

EXECUTIVE OFFICE OF COMMUNITIES AND DEVELOPMENT
COMMONWEALTH OF MASSACHUSETTS

AUGUST 1980

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CITY OF BOSTON

Kevin H. White, Mayor

BOSTON REDEVELOPMENT AUTHORITY
Robert J. Ryan, Director

Robert L. Farrell, Chairman
Joseph J. Walsh, Vice-Chairman
James G. Colbert, Treasurer
James K. Flaherty, Asst. Treasurer
James E. Coffield, Jr., Member
Kane Simonian, Secretary

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NORTH STATION FINAL PROJECT REPORT

2.0 URBAN RENEWAL PLAN

The current image of the North Station Area as Boston's "backyard" reflects how this area was neglected during the 1950's and 70's urban renewal of the nearby West End and Government Center. Yet its proximity to the Central Business District -- just a 15 minute walk to Faneuil Hall Marketplace -- and the excellent auto, commuter, rail and transit access makes North Station ripe for development.

Transportation systems, initially rail and later the elevated transit lines and Central Artery, have been the main force shaping North Station's physical character and land use. Between 1900 and 1950, the economic vitality of the area occurred as a direct result of the exchange between the transportation activity and the manufacturing and wholesale businesses that

NORTH STATION FINAL PROJECT REPORT

2.0 Urban Renewal Plan

NORTH STATION FINAL PROJECT REPORT

2.0 URBAN RENEWAL PLAN

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Transportation systems, initially rail and later the elevated transit lines and Central Artery, have been the catalysts shaping North Station's physical character and land uses. Between 1800 and 1920, the economic vitality of the area occurred as a direct result of the exchange between the transportation activity and the manufacturing and wholesale businesses that required excellent accessibility.

2.1 Description of Project

The project area is divided into two sub-areas. Prior to any action by the Authority toward acquiring properties within Sub-Area II the Authority shall provide security to the satisfaction of the Mayor pursuant to Chapters 79 and 121B of the Massachusetts General Laws, as amended; shall submit to the City Council and the State for their approval, plans for the design and financing of the proposed improvements within Sub-Area II, which plans shall be in at least as much detail as those provided herein in respect to Sub-Area I; and shall likewise comply with the Requirements of Chapter 79A of the Massachusetts General Laws, as amended.

Sub-Area II of the Urban Renewal Plan is therefore an interim plan subject to revision and refinement at a later date. An acceptable, detailed and financially sound plan shall be developed by the Authority for Sub Area II and submitted for approval to the Boston City Council, and to the Massachusetts Executive Office of Communities and Development.

Until an acceptable, detailed, and financially-sound plan is developed for Sub-Area II, the Authority shall not proceed with any land acquisition within Sub-Area II. In addition, the Authority shall prepare and evaluate alternative possibilities for the Sub-Area II and their impact upon the development of the Sub-Area I shall be examined. A work program for this effort shall be prepared by the Authority and shall contain, at a minimum, the following considerations:

- a. preparation of alternative land use plans for Sub Area II;
- b. preparation of market studies for proposed land uses and evaluation of economic feasibility;
- c. maximizing public access to and use of waterfront areas along the Charles River in the North Station area for use by residents of adjacent neighborhoods in the North End, West End and others;
- d. preparation of environmental impact analyses of proposed land uses, including analyses of any proposed alterations to the Charles River shoreline;
- e. preparation of detailed financial plans for public and private investment requirements for Sub-Area II of the Urban Renewal Plan;
- f. investigation of State and Federal financial assistance required to promote private development proposed for Sub-Area II;

- NORTH STATION REDEVELOPMENT PROJECT
- g. identification of City of Boston financial commitments which may be required to carry out the Sub-Area II portion of the Urban Renewal Plan;
 - h. maximizing opportunities to provide for low- and moderate-income housing within the Sub-Area II portion of the Plan and;
 - i. documenting potential private investment interests in disposition parcels within Sub-Area II.

The preparation of the supplemental documentation outlined above will support the Urban Renewal Plan objectives for Sub-Area II by: (1) preventing indiscriminate development that could be detrimental to the long-term development of the overall area; (2) demonstrating that the City of Boston and the Boston Redevelopment Authority have taken the first steps toward the eventual revitalization of the area; and (3) by providing the legal authority necessary to secure financial assistance which may be required to support these preliminary planning, marketing, environmental, financial and engineering studies.

2.1.1 Project Boundary Map

The project boundary is shown on Map 2.1, Project Boundary.

2.1.2 Boundaries of Urban Renewal Area

The North Station Redevelopment Project area is bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Causeway Street and the centerline of Lomasney Way; thence running in a northwesterly direction along said centerline of Lomasney Way to a point, said point being the intersection of said centerline of Lomasney Way and the centerline of Martha Road; thence turning and running in a west-northwesterly direction along said centerline of Martha Road to the intersection of said centerline and the southwesterly sideline of Charles River Dam extended southeasterly thereto; thence turning and running in a generally northwesterly direction along said southwesterly sideline of Charles River dam to a point, said point being the intersection of said southwesterly sideline of Charles River Dam and the northwesterly sideline of the Fender Pier located some 180 feet north of the southerly shoreline of the Charles River, extended thereto; thence turning and running in a generally northeasterly direction along said northwesterly sideline of the Fender Pier to a point, said point being the intersection of said northwesterly sideline and the northerly sideline of said Fender Pier; thence



NORTH STATION REDEVELOPMENT PROJECT

BOSTON REDEVELOPMENT AUTHORITY

PROJECT BOUNDARY

0 200 400 FT
0 50 100 M

2-1



CHARLES

PARKING

PARKING

MARR. STAN. CR.

RIVER

SUB AREA
II

STATE OF MASS.
SVP

WINGOT STREET

JOHN F. FITZGERALD EXPRESSWAY

SUB AREA
I

NORTH STATION
&
BOSTON GARDEN

EXPRESSWAY

LANCASTER
PORTLAND
DANVERS
CAROL
MARTINEAU

turning and running northeasterly to the point of tangency of the West End of the Northerly sideline of the Fender Pier located some 220 feet north of the southerly shoreline of the Charles River and some 280 feet west of the centerline of the Boston and Maine Railroad tracks where they cross the Charles River; thence turning and running in a generally easterly direction along said northerly sideline of the Fender Pier and along said sideline extended to a point, said point being the intersection of said northerly sideline extended and the northeasterly sideline of the Annelex building extended thereto; thence turning in and running in a generally southeasterly direction along said extended northeasterly sideline of the Annelex Building to the northerly corner of said building; thence turning and running southwesterly along the northwesterly side of the building to the westerly corner; thence turning and running in a generally southeasterly direction along the southwesterly side of the Annelex Building and said side extended to the point of intersection with the southeasterly sideline of Causeway Street; thence turning and running in a generally southwesterly direction to the point of beginning.

2.1.3 Urban Renewal Plan Objectives

2.1.3.1 Basic Objectives

The Basic objectives of the North Station Urban Renewal Plan are to:

1. Encourage the development of a sound, integrated, mixed-use project encompassing public transportation, public riverfront pedestrian ways, commercial and office space, hotel uses, and residential use involving housing for families of varying income levels;
2. Remove blighting influences of the transportation infrastructure and replace blighted conditions, and buildings;
3. Provide higher economic uses through public and private development, thereby increasing property tax revenue; and
4. Prevent the haphazard redevelopment of the area which would occur as a result of existing patterns of ownership and jurisdictional control.

2.1.3.2 Planning and Design Objectives of the North Station Urban Renewal Plan are to:

1. Remove the elevated structure of the MBTA Green Line to eliminate its blighting influence;
2. Relocate vehicular through-traffic to the perimeter of the project area to alleviate the blighting influence of heavy traffic on streets designed only for local traffic;
3. Provide a safe, comfortable, and attractive public transportation interchange at North Station for patrons of the Boston and Maine Railroad, the MBTA Green and Orange Lines, and commuter bus lines;
4. Provide for the development in Sub-Area I a program of uses, including office space (1,000,000 square feet), retail commercial space (200,000 square feet), and parking (1,500 spaces) to replace sub-standard buildings and vacant land;
5. Provide for the rehabilitation of Boston Garden to create a comfortable, convenient, and attractive sports arena that can be used throughout the year;
6. Encourage the development in Sub-Area II of a program of uses, including convention hotel (350 rooms), mixed-income housing (1,100 units), parking (2,200 spaces), and public use space;
7. Provide a system of continuous pedestrian ways and open spaces that connects the Charles River Esplanade with both the North End waterfront and the Canal Street axis of the project, and which provides maximum separation of pedestrian and vehicular traffic;
8. Take utmost advantage of the riverfront location by creating a canal and island to maximize public river-edge walkways and optimize water orientation of private and public development;
9. Integrate as to scale, massing, and activity the new development with surrounding areas, especially the riveredge, the Esplanade, and the Bulfinch Triangle Area;
10. Provide adequate utilities, landscaping, streets, and lighting service to the entire site;

11. Provide a lively mixture of active uses which reinforce each other and stimulate daytime and evening activity; and
12. Insure superior architectural and aesthetic quality in the planning, design, and construction of all public and private improvements.

2.1.4 Proposed Renewal Actions

Proposed types of renewal action within the Project Area shall consist of a combination of clearance and redevelopment activities, changes in land use, provision of public improvements and facilities, rights-of-way and utilities changes, zone district changes, and rehabilitation activities.

2.1.4.1 Clearance and Redevelopment Activities

Clearance and redevelopment activities will include:

1. Acquisition of real property;
2. Management of acquired property;
3. Relocation of occupants of acquired property;
4. Clearance of buildings from land;
5. Installation, construction and reconstruction of improvements; and
6. Disposition of land and other property in accordance with the building requirements, land use and other provisions of this Urban Renewal Plan.

2.1.4.2 Rehabilitation Activities

Rehabilitation activities will be limited to the Boston Garden and may include, but are not limited to:

1. Systematic enforcement of rehabilitation standards
2. Technical assistance
3. Rehabilitation and relocation assistance if required

2.1.4.3 Public Improvements

Public improvements will include, as necessary to carry out the provisions of the Urban Renewal Plan, the addition, alteration, abandonment, improvement, extension, reconstruction, construction, and installation of public buildings, open space, rights-of-way, streets,

2.2 Land

tree planting and landscaping, and such utilities as water, sewers, police and fire communications, traffic signals and street lighting systems. The location of public buildings and public open space is shown on Map 2.2: Proposed Land Use Plan. The location of rights-of-way shall be as shown on Map 2.5: Proposed Rights-of-Way. Street and public utility changes shall conform to the rights-of-way shown on the Proposed Rights-of-Way Map.

2.2.2.1 General Restrictions

1. The use and development of lots and lots segments shall be in accordance with the requirements of this section of the plan.
2. The City may authorize a subdivision, parcels of appropriate size. In the event of subdivision, the permitted uses will be appropriate to sub-parcels and parking requirements will be divided as appropriate.
3. The provisions of this section shall apply to all future and present parcels and lots specifically designated.
4. The provisions in this section shall be interpreted to support and facilitate uses which in the opinion of the Authority are reasonably anticipated with the primary use.
5. No covenant, agreement, lease, conveyance, or other instrument shall be executed by the Authority or by the purchaser of property from it (or any successors in the interest of such purchasers or interest), or by which land in the redevelopment area is restricted, either by the Authority or by such purchaser, or successors in interest, over the basis of race, creed, religion, color, sex or national origin; by the sale, lease, or conveyance thereof. The foregoing restriction shall be included in any instrument, covenant or other provisions in land disposition instruments.

2.2.2.2 Definitions

Height

The vertical distance of the highest point of the roof, excluding antennas and roof structures, above the mean grade of the sidewalk or the line of the street or streets on which the measurements, or, in the case of a building not abutting on a street, above a given grade designated the building line, as more fully defined in the zoning Code of the City of Boston as in effect on the date the Plan is approved by the Boston City Council.

2.2 Land Use Plan

2.2.1 Land Use Map

Land use in the North Station project area shall be in accordance with permitted uses shown on Map 2.2.

2.2.2 Land Use Provisions and Building Requirements

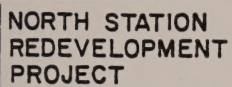
2.2.2.1 General Restrictions

1. The use and development of land and improvements shall be in accordance with the requirements of this section of the plan.
2. The BRA may subdivide disposition parcels as appropriate. In the event of subdivision, the permitted uses will be applicable to sub-parcels and parking requirements will be divided as appropriate.
3. The provisions of this section shall apply to all development parcels unless specifically exempted.
4. Use controls as set forth in this section shall be interpreted to permit supporting and ancillary uses which in the opinion of the Authority are reasonably associated with the primary use.
5. No covenant, agreement, lease, conveyance, or other instrument shall be affected by the Authority or by the purchasers or lessees from it (or any successors in the interest of such purchasers or lessees), or by which land in the redevelopment area is restricted, either by the Authority or by such purchasers, or successors in interest upon the basis of race, creed, religion, color, sex or national origin, in the sale, lease, or occupancy thereof. The foregoing restrictions shall be implemented by appropriate covenant or other provisions in land disposition instruments.

2.2.2.2 Definitions

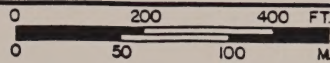
1. Height

The vertical distance of the highest point of the roof, excluding penthouses and roof structures, above the mean grade of the sidewalk at the line of the street or streets on which the building abuts, or, in the case of a building not abutting on a street, above a given grade adjoining the building line, as more fully defined in the Zoning Code of the City of Boston as in effect on the date the Plan is approved by the Boston City Council.

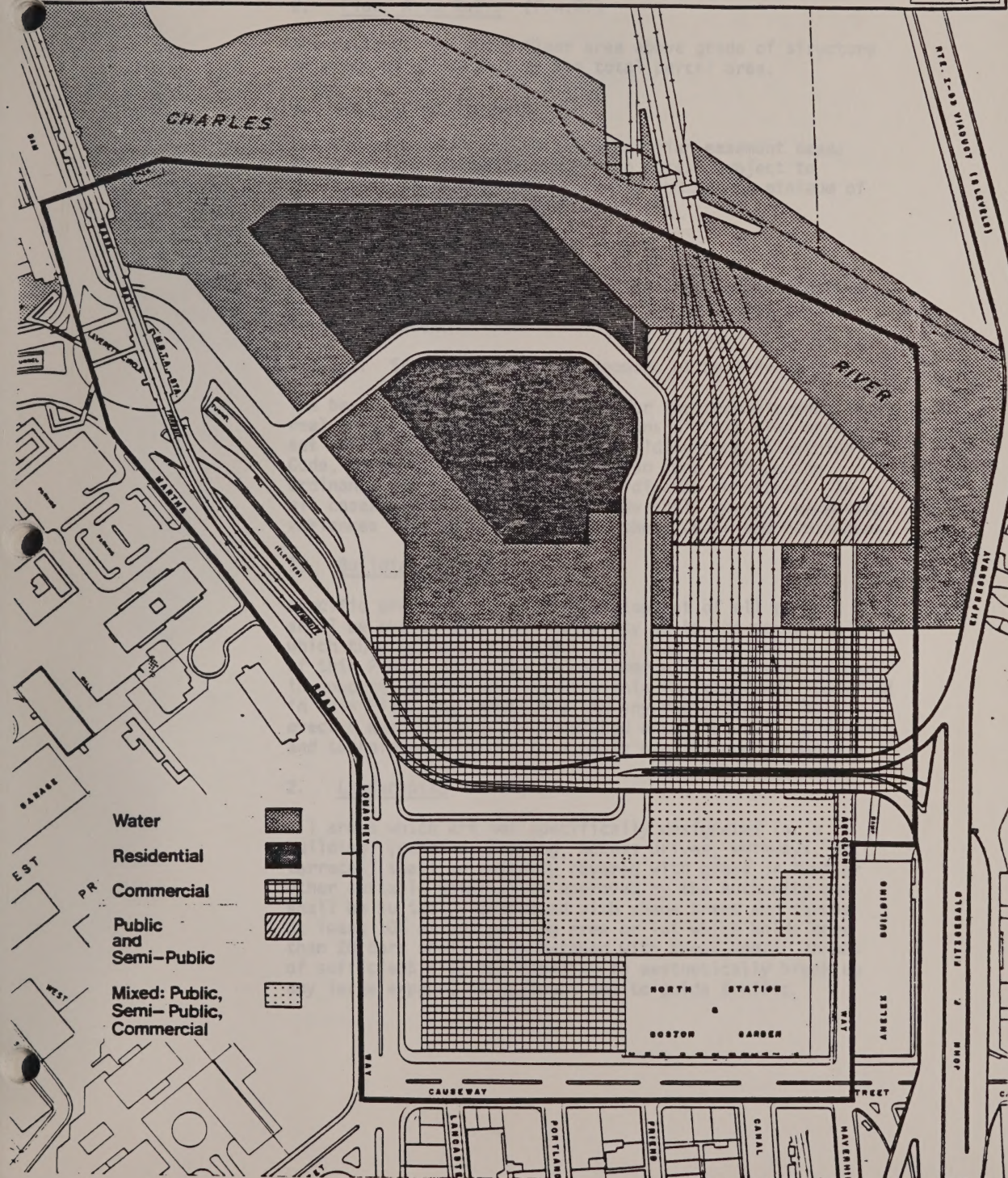


BOSTON REDEVELOPMENT AUTHORITY

PROPOSED LAND USE



2-2



2. Floor Area Ratio (F.A.R.)

The ratio of the gross floor area above grade of structure or group of structures to the total parcel area.

3. Pedestrian Easement

For the purpose of this Plan, pedestrian easement means the provision of public pedestrian access subject to reasonable regulations and security and open a minimum of from 6:00 A.M. to 10:00 P.M. every day.

4. Pedestrian Connection

A doorway, passageway, lobby, or the like permitting free access in either direction between two buildings or interior spaces.

2.2.2.3. Standards for Redevelopment of Real Property

The basic standards and controls for the redevelopment of real property shall be the provisions of this Plan herein set forth, the City of Boston's Building Code, Electrical Code, Plumbing Code, Fire Prevention Code, the Zoning Ordinance and Housing Standards Ordinance in effect. In all cases the more restrictive code shall govern, excepting variances that may be granted to these Codes and Ordinances.

1. Building Design

Specific proposals for the redevelopment of all parcels shall be evaluated by the Authority as to the manner in which they achieve the objectives, standards, and controls of this Plan. While the redeveloper will be given freedom in concept, design and layout within the standards specified in this Plan, the structures and any facilities to be erected must reflect distinguished architectural expression and techniques in order to signify quality and permanence.

2. Landscaping

All areas which are not specifically designated for a building, (parking, loading, access drives, walkways, or terraces) shall be suitably covered with grass or turf or other suitable material as approved by the Authority and shall be suitably landscaped with shade trees and shrubs. At least 10% of any parking area or lot which holds more than 20 cars shall be landscaped with trees and/or shrubs of sufficient size and capacity to aesthetically break up any large expanse of pavement and to guide traffic.

Trees with low growing branches, gum, or moisture shall be avoided. Tree planting strips shall be at least five feet wide for proper tree growth. No trees, shrubs, or other plantings shall be situated on or near a street corner where they may cause danger by obstructing the view. All trees and shrubs shall be periodically trimmed and attractively maintained. All grass shall be kept cut a length no greater than three inches and adequately fertilized and seeded to maintain an attractive appearance.

3. Off-Street-Loading

NUMBER OF BAYS REQUIRED BY GROSS FLOOR AREA OF STRUCTURES

Gross Floor Area (in thousands of square feet)	Office and General Commercial		Retail and Wholesale	
	36' min.	25' min.	36' min.	25' min.
Under 15	0	0	0	0
15 to 50	1	0	1	0
50-100	1	0	1	1
100-250	1	1	2	0
250-400	2	0	2	1
400-550	2	1	2	2
550-700	2	2	3	1
700-850	3	1	3	2
850-1,000	3	2	3	3
1,000-1,150	3	3	4	2
1,150-1,300	4	2	4	3
Over 1,300*				

- * One additional space of 25' minimum length has to be provided for every 150,000 square feet or fraction thereof, over 1,300,000; OR one space of 36' minimum length has to be provided for every 300,000 square feet of over 1,300,000 PROVIDED that half of all spaces are 36' long or longer. Within this limitation 2 spaces 25 to 36 feet long are interchangeable with one space 36' or longer.

The above controls shall apply unless a developer or owner can demonstrate to the satisfaction of the Authority that the off-street loading needs of the property will be met adequately in other ways or that the lack of such loading facilities will not be detrimental to surrounding areas of the Project. Provision shall be made so that all movement of trucks for loading is accomplished within the site. Loading provision is accomplished within the site. Loading provisions that require a truck to back up into traffic to get in or out of a loading dock are expressly prohibited.

4. Maintenance

All improvements on the land, including buildings, landscaped areas, and parking areas, shall be properly maintained, by the then owner, in good repair and in clean, sanitary, and attractive condition. Sufficient and suitable refuse and garbage storage and disposal facilities, including structural enclosures where appropriate, shall be provided and properly maintained by the then owner. Open storage of materials, equipment, or merchandise shall not be permitted in any section of the Redevelopment Area.

5. Sign Regulations

The design, construction and display of all signs for all buildings or structures in the Redevelopment Area shall be subject to the following regulations.

- (1) Signs relating to the identification of the premises may be affixed to the buildings in the Area provided such signs do not exceed one square foot in area for each front linear foot of building occupied by the enterprise displaying the sign. No occupant may erect or construct more than one sign for each exterior wall of his premises.
- (2) No sign shall be painted on any exterior wall of a building, nor shall any sign be lighted or contain flashing, revolving or other pulsating sources of illumination.
- (3) Temporary signs may be installed for the purpose of offering for sale, rent or lease of the premises, or in the case of building construction underway on the site, for the identification of the building contractor, owner, architect, engineer, etc. No such temporary sign shall exceed 32 square feet in area.
- (4) Ground signs may be erected at the discretion of the Authority, if accepted, they must be erected on suitable supports as approved by the Authority and relate solely to the identification of the enterprise conducted on the premises, or they must be public service, informational or directional signs. Identification signs shall be limited to one to each building for each public street on which the building is fronted.

- (5) All signs must be integrated into the architectural design of the building on which it is placed and into the overall sign layout of the project in character and quality. To insure uniform design, the redeveloper must submit the design and specifications of all signs to the Authority for its approval.
- (6) No signs or other notice types other than those described herewith may be erected within the boundaries of the Redevelopment Area.
- (7) Exceptions to any of the above sign regulations may be made only upon written approval of the Authority.
- (8) All signs must conform to the sign control provisions contained in the zoning ordinance except for variances that may be granted.

6. Exterior Lighting

Exterior lighting may be used to light doors, entrances, show windows, plazas, walkways, parking lots and open areas. Lighting shall be located and shielded so as to prevent glare on adjacent properties. No floodlighting of buildings or streets shall be permitted except by special permission of the Authority.

7. Parking

All parking structures shall be designed so as to provide one entrance lane for each 300 parking spaces provided. Each entrance lane must have sufficient reservoir space to avoid vehicle back-up onto public streets. All parking shall be enclosed unless otherwise indicated.

8. Subway Facilities

Provision shall be made by the redeveloper for connections to subway facilities in accordance with the Pedestrian Easement Map, and disposition parcels may be subject to easements and other rights as appropriate therewith.

9. Utilities

The placement or replacement of all private and public utilities shall be underground, and disposition parcels may be subject to easements and other rights as appropriate in accordance with this requirement.

10. Provisions for Handicapped Persons

All commercial and institutional buildings and community facilities in the Redevelopment Area shall be so designed so that persons in wheelchairs can enter, travel about, and leave the building in a convenient manner without obstruction. In addition, ten percent (10%) of all housing units will be accessible to handicapped persons and all residential buildings with 20 or more units will have a minimum of five percent (5%) accessible for handicapped persons.

2.2.2.4 Design Review

1. Plan Submission

The redeveloper will be required to submit to the Authority all preliminary plans and specifications for Authority approval in conformance with standard design review procedures. These plans and specifications must be sufficient in scope to demonstrate the design, architectural concepts, proposed distribution and intensity of uses, exterior and interior building materials, parking and loading facilities, landscaping and sign proposals for the development.

Final plans and specifications must be submitted to the Authority for approval to insure conformance with the preliminary design submission and other provisions of this plan.

The Authority shall provide the redeveloper with the current format and procedure for plan submission and shall return any submission which does not conform to the requirements of this procedure.

2. Interpretation

The redeveloper will be required to agree that in the event of any question regarding the meaning of standards and controls or other provisions of the Plan, interpretation placed thereon by the Authority shall be final and binding.

2.2.3 Land Use Requirements

The Redevelopment Area shall generally be devoted to residential, institutional, retail, office, parking and recreational uses. Specific uses for each parcel are set forth below. In each case, and unless specifically otherwise provided, designation of a particular use includes all accessory and ancillary uses customarily or reasonably incident to the use specified or the use of an adjoining parcel.

2-3

CHART

The specific parcels described in the controls are shown by number on Map 2.3, Development Parcels, and Map 2.4, Pedestrian Easements. These controls apply to any redevelopment of these sites whether assembled by abutters or other parties. If any of these parcels are subdivided or redeveloped in stages, the controls apply to any and all portions of the site.

2.2.3.1 Parcel 1

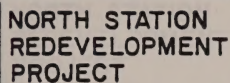
1. Permitted uses: Commercial or government offices, retail, public transportation facilities, parking
2. Maximum Floor Area Ratio: 10
3. Vehicular Access: From New Street
4. Design Review Required

2.2.3.1.a Parcel 1a

1. Permitted Uses: Commercial or government offices, retail, public transportation facilities
2. Maximum Floor Area Ratio: 10
3. Vehicular Access: None
4. Design Review Required

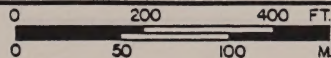
2.2.3.2 Parcel 2

1. Permitted Uses: Commercial or government offices, retail, public transportation facilities, parking
2. Maximum Height: 200 Feet
3. Maximum Floor Area Ratio: 10
4. Vehicular Access: From Accolon Way
5. Other Requirements: Easement at grade level for extension of all existing railroad tracks; pedestrian easement at Mezzanine Level (approximately 25' above tracks) of 50' minimum width in North-South direction between North Station building and Parcel 4; Pedestrian easement of 20' minimum width in east-west direction connecting parcel 1 with MDC New Dam Park through Parcel 2 and continuing the Parcel 1 east-west pedestrian easement.

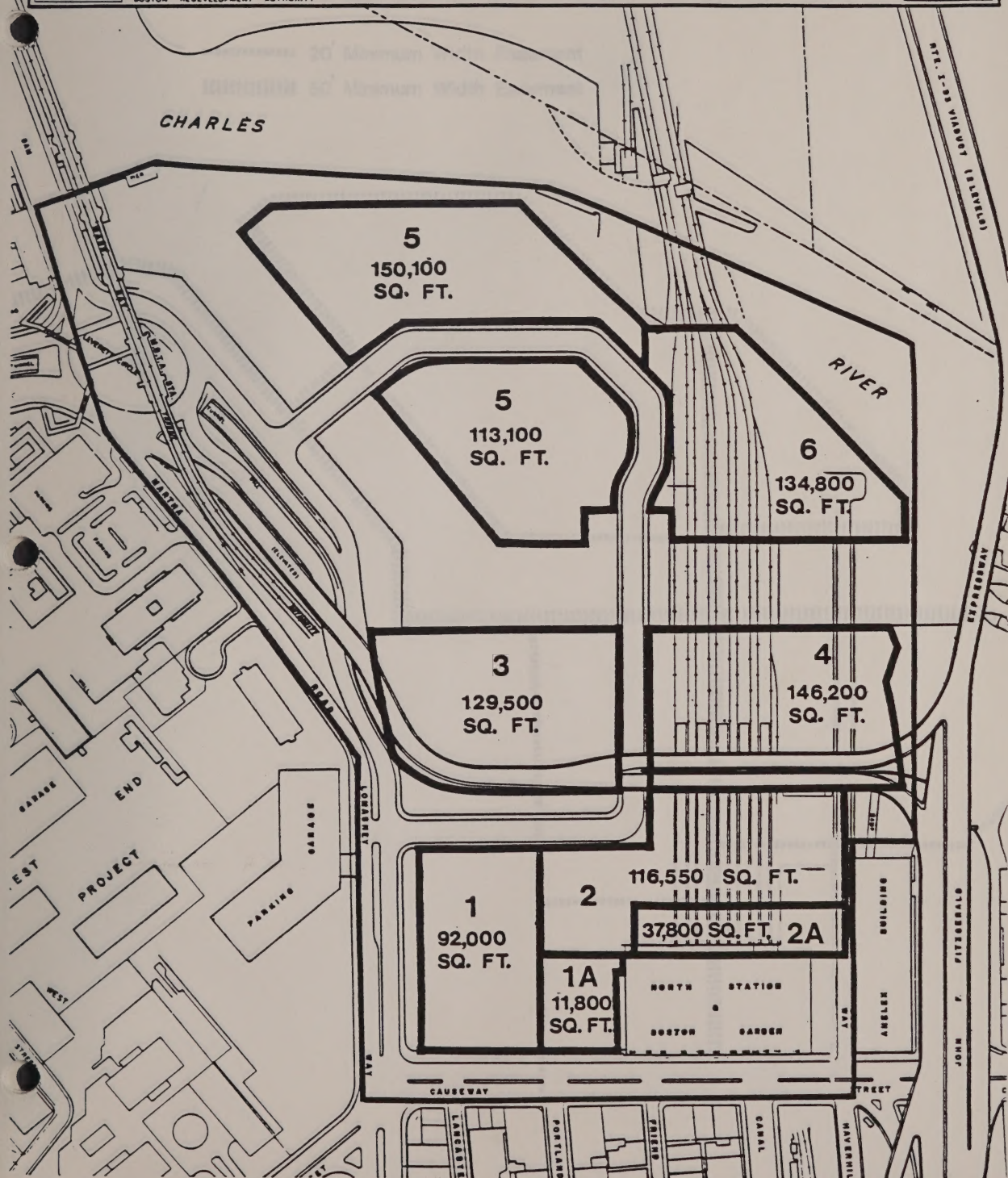


BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT PARCELS



2-3

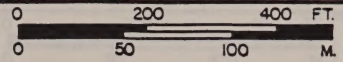




**NORTH STATION
REDEVELOPMENT
PROJECT**

BOSTON REDEVELOPMENT AUTHORITY

**PROPOSED
PEDESTRIAN EASEMENTS**



2-4

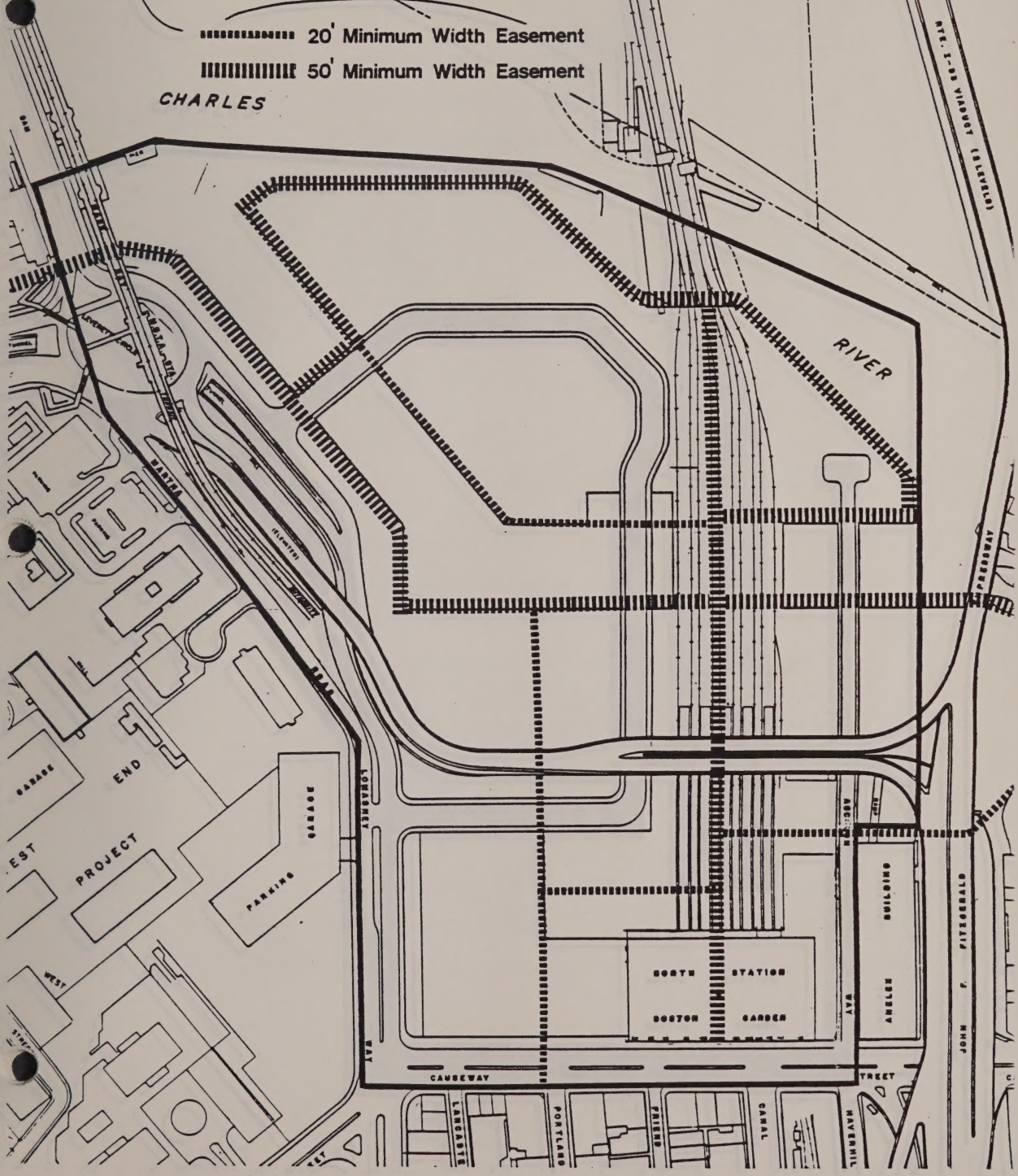


20' Minimum Width Easement

50' Minimum Width Easement

CHARLES

RIVER

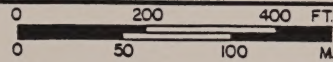




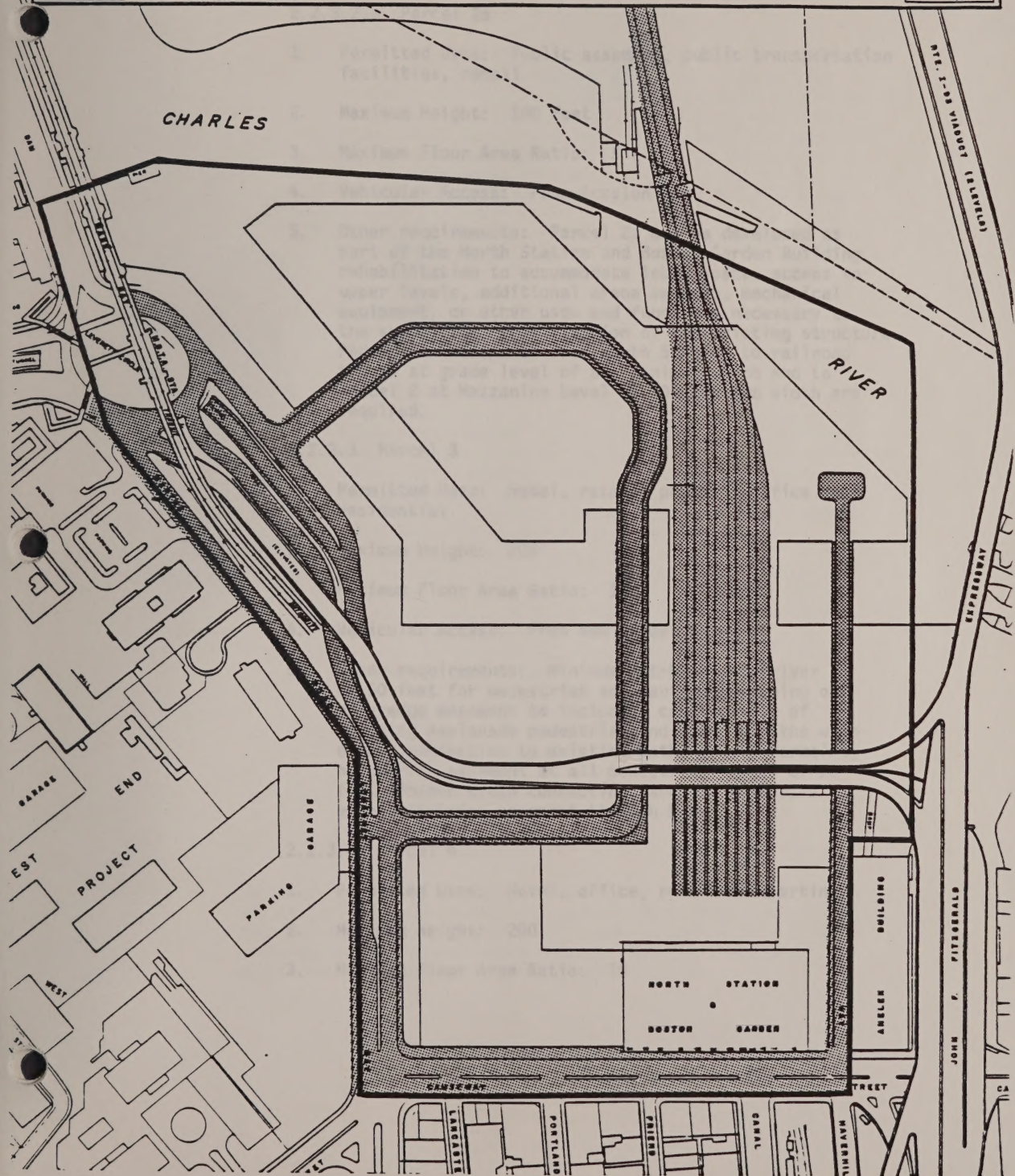
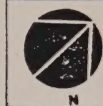
**NORTH STATION
REDEVELOPMENT
PROJECT**

BOSTON REDEVELOPMENT AUTHORITY

**PROPOSED
RIGHTS OF WAY**



2-5



2.2.3.2.a Parcel 2a

1. Permitted Uses: Public assembly, public transportation facilities, retail
2. Maximum Height: 100 Feet
3. Maximum Floor Area Ratio: 5
4. Vehicular Access: From Accolon Way
5. Other requirements: Parcel 2a may be developed as part of the North Station and Boston Garden Building rehabilitation to accommodate lobby space, access to upper levels, additional arena seating, mechanical equipment, or other uses and functions necessary to the successful rehabilitation of the existing structure. Pedestrian easements from North Station to railroad tracks at grade level of 50' minimum width and to Parcel 2 at Mezzanine Level of 20' minimum width are required.

2.2.3.3 Parcel 3

1. Permitted Uses: Hotel, retail, parking, office and residential
2. Maximum Height: 200'
3. Maximum Floor Area Ratio: 10
4. Vehicular Access: From New Street
5. Other requirements: Minimum set-back from river of 50 feet for pedestrian easement; landscaping of riveredge easement to include a continuation of existing esplanade pedestrian and bicycle paths with direct connection to existing paths and to Parcel 4; pedestrian easement at all pedestrian levels of 20 foot minimum width connecting Parcel 1 with river edge pedestrian easement through Parcel 3.

2.2.3.4 Parcel 4

1. Permitted Uses: Hotel, office, retail and parking
2. Maximum Height: 200'
3. Maximum Floor Area Ratio: 10

4. Vehicular Access: From Accolon Way

5. Other requirements: Pedestrian easement of 20 feet minimum width in north-south direction connecting Parcel 2 with Parcel 6 through Parcel 4 at mezzanine level above railroad tracks; minimum setback from river of 50 feet for a landscaped pedestrian easement to include a continuation of Esplanade pedestrian and bicycle paths with direct connections to Parcel 3 and to landscaped area at southern end of MDC Dam.

2.2.3.5 Parcel 5

1. Permitted Uses: Residential, retail and parking.
2. Maximum Height: 150 feet
3. Maximum Floor Area Ratio: 5
4. Vehicular access: From New Street
5. Other requirements: Pedestrian easement of 50 feet minimum width along water edge at north side of island with connections to mainland public river-edge pedestrian easement across channel at West End, and to both riveredge easement and parcel 4 north-south easement across channel at east end.

2.2.3.6 Parcel 6

1. Permitted Uses: Museum, Public exhibit, ancillary retail, parking, public open space
2. Maximum Height: 100'
3. Maximum Floor Area Ratio: 5
4. Vehicular Access: From Accolon Way
5. Other requirements: Pedestrian access from east side of Parcel 5 pedestrian easement.

2.2.4 Duration of Provisions

The Authority shall obligate redevelopers and their successors and assigns by deed or contract containing restrictive covenants running with the land which shall commence on the date of the adoption of the Redevelopment Plan by the City Council and shall run for a period of forty years thereafter.

2.3 Project Proposals

2.3.1 Land Acquisition

Property to be acquired by the Boston Redevelopment Authority is shown on Map 2.6: Acquisition Areas. In that Sub-Area II of the Urban Renewal Plan is an interim plan subject to revision and refinement at a later date, the Authority shall not proceed with any land acquisition within Sub-Area II until an acceptable, detailed, and financially-sound plan is developed for Sub-Area II and submitted for approval to the Boston City Council, and to the Massachusetts Executive Office of Communities and Development.

2.3.1.1 Sub-Area I: Substandard and Decadent Area

The following conditions are the basis upon which property in Sub-Area I will be acquired, cleared, and redeveloped:

The North Station Area qualifies as a Substandard and Decadent area. Sub-Area II of the Urban Renewal Project also qualifies as a Blighted Open Area. The data shown in Table 2.1 indicates that the substandard and blighting conditions exist to a degree and extent which is detrimental to the safety, health, welfare and sound growth of the community. Public action is required to eliminate these conditions. In total, 32.5% of the structures were determined to be substandard and 32.5% blighted. Thus, 65% of the structures are either substandard or decadent.

Sub-Area I

Substandard building conditions exist in 32.5% of the structures. About one-third of these structures were determined to have Major Defects and some 43 contain four or more Intermediate defects. These deteriorated structures are located throughout the project area. As indicated on Table 2.1, four of the six blocks contain structures of which at least 20% were determined to be substandard.

Environmental deficiencies exist in all of the block parcels which are slated for clearance. In total, 32.5% of the structures have or are impacted by blighting influences. The following five blighting influences were identified as described below:

1. Inadequate Right-of-Way Layouts

Access to the Urban Renewal Project Area will be from a widened Lomasney Way and a new road adjacent to the expressway ramps. Parcel assembly and redevelopment will require the closing of the small interior streets:



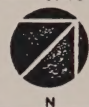
NORTH STATION REDEVELOPMENT PROJECT

BOSTON REDEVELOPMENT AUTHORITY

ACQUISITION AREAS

0 200 400 FT
0 50 100 M.

2-6



CHARLES

RIVER

SUB AREA
II

SUB AREA
I

NORTH STATION
&
BOSTON GARDEN

EXPRESSWAY

Billerica and Cotting, as well as Nashua Street. Lomasney Way is proposed to be widened in order to facilitate access from Leverett Circle to Government Center. The plans for this widening have existed since the Government Center Urban Renewal Project. This widening will require the acquisition of eight properties.

A second right-of-way, the MBTA commuter rail tracks, also needs to be improved. The tracks should be extended to the rear of the Garden in order to increase passenger car capacity and the convenience of arrival at North Station. This track improvement would also be accompanied by the construction of new high level platforms.

2. Conversion to Incompatible Type of Uses

A number of conversions exist throughout the project area including:

- a. residential to rooming house
- b. residential to commercial
- c. commercial to residential

These conversions have undermined a once cohesive and distinct residential area along Billerica Street and commercial area along Lomasney Way. These residential and commercial uses are now inter-mixed in an incompatible manner -- residential adjacent to commercial and vice versa resulting in deterioration and lack of investment.

TABLE 2.1

SUMMARY ELIGIBILITY CHARACTERISTICS
CLEARANCE AND REDEVELOPMENT

BLOCK NUMBER	<u>SUB-STANDARD</u>		<u>BLIGHTING INFLUENCE</u>		<u>TOTAL BUILDINGS</u>
	#	%	#	%	
<u>Sub-Area I</u>					
167	1	100%			1
167A	7	37%	2	10%	19
168	4	100%			4
168A	2	20%	4	40%	10
187	--	--	1	50%	2
SUB-TOTAL	14	39%	7	19%	36
<u>Sub-Area II</u>					
187	--	--	4	100%	4
187A	--	--	3	100%	3
SUB-TOTAL			7	100%	7
TOTALS (Areas I & II)	14	32.5%	14	32.5%	43

3. Obsolete Building Types

A number of single and two story commercial structures are obsolete. Due to excessive conversions, poor layout and lack of maintenance, these properties have a vacancy rate of 43%. As a consequence, the underutilized buildings are creating a blighting influence on the neighborhood.

4. Detrimental Land Uses

A once viable neighborhood has been, as a consequence of building demolition, reduced to a mix of parking lots, commercial signs and residential structures. This detrimental mix of land uses has led to continued deterioration and lack of property maintenance. Thirty-nine (39%) percent of the properties in Sub-Area I were estimated to be in substandard condition.

5. Declining Real Estate Values

The Madison Hotel has been closed for several years. Given its primary location, this is the most significant example of the area's decline. Furthermore, there has been no recent construction. The presence of parking lots and poorly maintained structures is testimony to the current absence of market interest in utilizing the existing buildings and patchwork of vacant parcels.

2.3.1.2 Sub-Area II: Blighted Open Area

The following conditions are the basis upon which property in Sub-Area II will be acquired, cleared, and redeveloped.

Sub-Area II

Sub-Area II qualifies as both (I) Decadent Area, as well as (II) Blighted Open Area.

I. Decadent Area

The presence of five or more blighting influences allows one to waive the requirement that 20% of the buildings contain substandard conditions. Five environmental deficiencies, on the other hand, exist in the Sub Area II and are described below.

1. Overcrowding of Structures of the Land

Usable public open space in Sub-Area II is totally lacking. Either the buildings occupy most of the parcel (Registry Building, Edison Power Plant, for example) or the open area is devoted to parking (Mass. Rehab, MGH, DPW Parking).

2. Obsolete Building Types

The Boston Edison power station contains large boilers to increase pressure in the steam line which services the North Station area. This function could be replaced by the installation of a more efficient boiler in the basement of a new office building in Parcel I.

3. Detrimental Land Uses

The visual impact of the North Station area is that of an incompatible mix of parking lots, railroad tracks, and institutional utility buildings. As a result of this mix, the area has no visual coherence. The absence of any recent construction is testimony to the negative image of the area.

4. Obsolete Streets

Lomasney Way should be widened and Nashua Street closed so as to provide an efficient system of circumferential traffic flow.

5. Other Environmental Conditions -- Blighting Influence of Land Uses Along Riverfront

A long range plan for both the MDC and the City of Boston is to develop a public way along the river edge. Existing park land: the Esplanade in Back Bay, the Downtown Waterfront and North End parks would tie into this system.

The current haphazard and blighting development of the riverfront, railyards, parking lots, institutional uses, etc., hinder implementation of this Plan.

II. Blighted Open Area

Three factors describe a blighted open area: (1) absence of built up land uses; (2) serious topographical difficulties; and (3) deterioration. These characteristics will be described for Sub-Area II.

1. Absence of Built Up Land Uses

Only 10% of Sub-Area II is built up. Those parcels with structures consist of Institutional (Mass. Rehab, Registry Building and Garage), and Industrial (Utility Buildings) uses and occupy 4.55 acres.

The open areas consist of the Charles River, MBTA Rail Yards, and parking lots and contain in total 31 acres, or 88% of Sub-Area II.

2. Serious Topographic Difficulties

Natural site conditions make development of Sub-Area II unduly expensive. The land area was once part of the Charles River watershed. The marsh area was filled. Development requires a premium for foundation costs. In addition, the proposed redevelopment plan includes the creation of an island. This activity would require major additional site preparation costs.

3. Stagnation or Deterioration of the Area Due to:

a. Inadequacy of Transportation Facilities

The North Station Area is the only major undeveloped site in the Downtown. Much of the stagnation of this area as identified in numerous planning documents over the years has been a result of inadequate transportation facilities.

Beginning some 20 years ago with the Government Center project, plans have been proposed to replace the elevated Green Line structure and widen Lomasney Way. Both improvements are needed in order to facilitate access to and around the area.

b. Complexities of Ownership

While four major owners (MGH, Mass. Rehab Hospital, State Registry and MBTA) control most of the developed and open land, the boundary lines are so drawn so as to conflict with one another.

The MBTA parcel intersects the ownership of the Mass. DPW, MGH and Mass Rehab property cutting these areas off from the Charles River. Likewise, the Mass. Rehab parcel bisects the ownership of the DPW and MGH parcel.

2.3.1.2 Viable redevelopment parcels under common ownership can only be assembled through a redevelopment process. All streets with the parcels assembled in conjunction with a new road network.

c. Division of the Area by Obsolete Rights-Of-Way

Two rights-of-way, the MBTA rail yards and Nashua Street, hinder appropriate development of Sub-Area II. Nashua Street bisects the site. A viable development parcel is created with the abandonment of Nashua Street and the widening of Lomasney Way.

The MBTA rail yards block access to the River. Through an air-rights development of the property, a major underutilized parcel can be developed with access to the Charles River.

2.3.1.3 Properties Designated for Acquisition Which Might Not Be Acquired

Certain properties which are to be acquired by the Boston Redevelopment Authority, as shown on Map 2.5, shall not be acquired if the following conditions, as set forth below, are met:

1. There is presented by the property owner to the Authority within a specified time period after approval of the Urban Renewal Plan by the City Council, a proposal acceptable to the Authority for development and/or rehabilitation of the property in accordance with the controls and requirements of this Plan;
2. Within a specified time period after such acceptance, an agreement satisfactory to the Authority binding the owner to undertake the development and/or rehabilitation is executed; and
3. The development and/or rehabilitation proceeds in accordance with such agreement and within the time periods specified therefore in the agreement.

2.3.1.4 Interim Use of Acquired Property

The Boston Redevelopment Authority may devote property acquired under the provisions of this Plan to temporary use prior to the time such property is needed for redevelopment. Such uses may include, but are not limited to, project office facilities, rehabilitation demonstration projects, parking, relocation purposes, (public transportation or recreational uses in accordance with such standards, controls, and regulations as the Authority may deem appropriate.)

2.3.2 Rehabilitation

All structures within the project area are to be demolished with the exception of the North Station-Boston Garden building which is to be rehabilitated.

2.3.2.1 Rehabilitation Objectives

1. Provide clean, safe, and comfortable lobby, ticketing, and waiting spaces at street level and mezzanine level (above the tracks) for railroad patrons and Boston Garden patrons;
2. Provide pedestrian easements of 20 feet minimum width at street and mezzanine level connecting through the existing building between Causeway Street and Parcels 2 and 2a;
3. Provide pedestrian connection to Parcel 1a;
4. Provide retail uses ancillary to the main transportation and arena functions;
5. Provide new vertical access to Boston Garden appropriately designed to accommodate the proposed demand and located at the north side of the building;
6. Provide new mechanical building systems that will permit comfortable use of the facility in all seasons;
7. Provide new architectural treatment of north wall to reflect the re-orientation of the main lobby to the north side; and
8. Retain the existing south facade of the building and remove all blighting advertising signs, and replace any windows, doors, and trim in poor condition.

2.3.2.2 Rehabilitation Standards

The North Station-Boston Garden building shall be maintained at or made to conform to City of Boston building and zoning codes and all other state and local laws, ordinances, codes and regulations relating to the maintenance, repair, construction, reconstruction, use, operation, and condition of property and buildings provided, however, that deviations from such laws, ordinances, codes and regulations may be granted and approved as provided under Chapter 121A, Massachusetts General Laws (Ter. Ed.), as amended, and as provided under such laws, ordinances, codes and regulations.

Failure to set forth herein any provision of any such law, ordinance, code or regulation shall not be deemed to make such provision inapplicable.

2.3.2.3 Special Conditions

Property not designated for acquisition as shown on the acquisition map may be acquired by the Boston Redevelopment Authority, if such property is not made to conform to the rehabilitation and objectives and standards set forth in 2.3.2.1 and 2.3.2.2 and if the procedures set forth in Chapter 7 are followed. Such an acquisition can be made only upon a finding that the property owner has failed to conform to the rehabilitation standards or that either the property is blighted, decadent, deteriorated or deteriorating, or constitutes a non-conforming, incompatible, or detrimental land use according to the provisions of the urban renewal plan.

2.3.3 Zoning Proposals

2.3.3.1 Zoning Maps

Existing and proposed zone district classifications are shown on Map 2.7: Existing Zoning and Map 2.8: Proposed Zoning.

2.3.3.2 Timing of Zoning Changes

Applications for zoning changes will be submitted to the Zoning Commission of the City of Boston when redevelopment proposals for the various redevelopment parcels have been accepted by vote of the Authority.

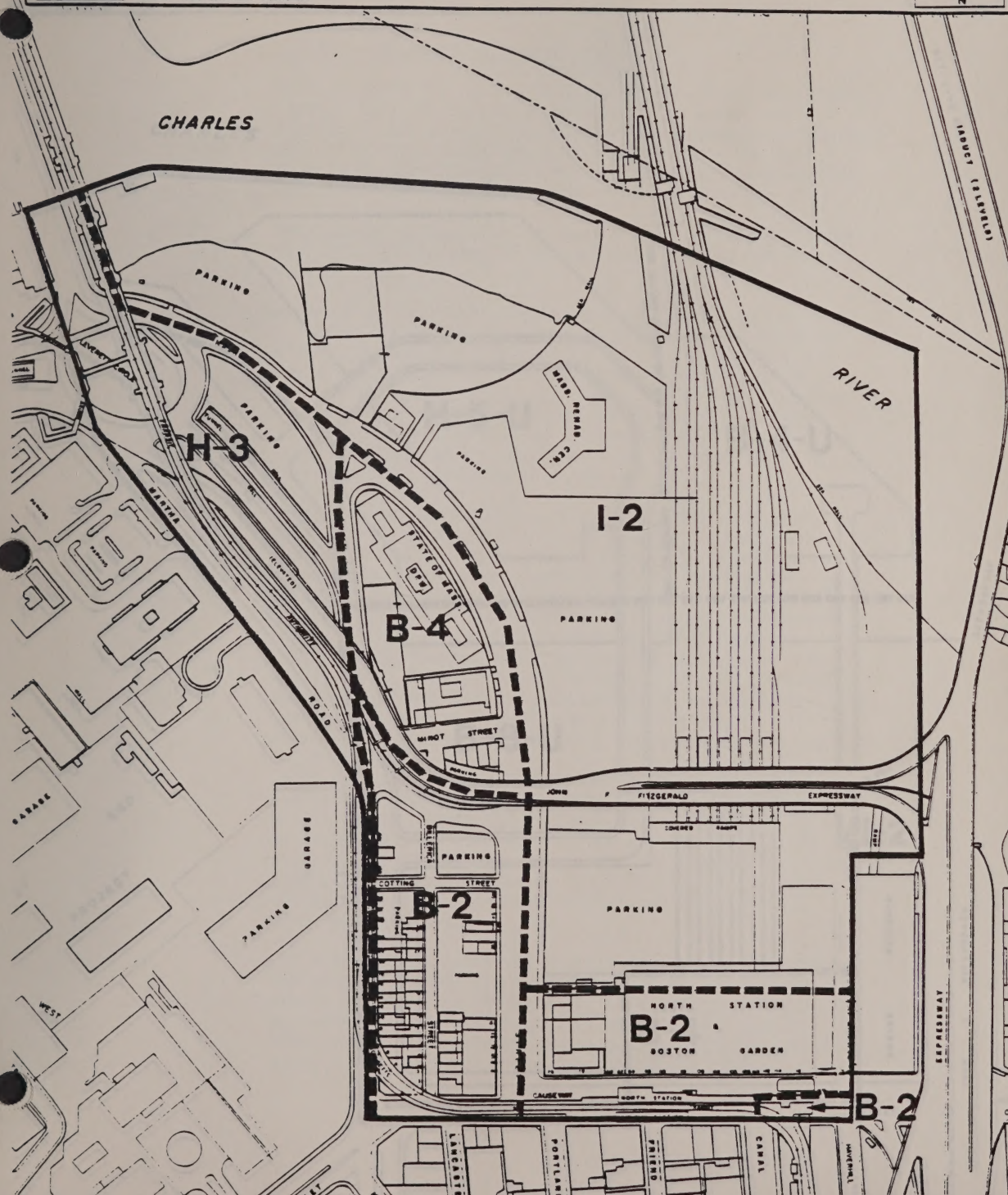
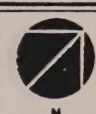
Applications for such zoning changes will be filed by the Authority prior to final disposition of the various parcels.

2.3.3.3 Local Acceptance

The Authority, in voting approval of this document, accepts the changes proposed on Map 2.8: Proposed Zoning.



2-7.

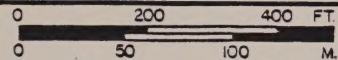




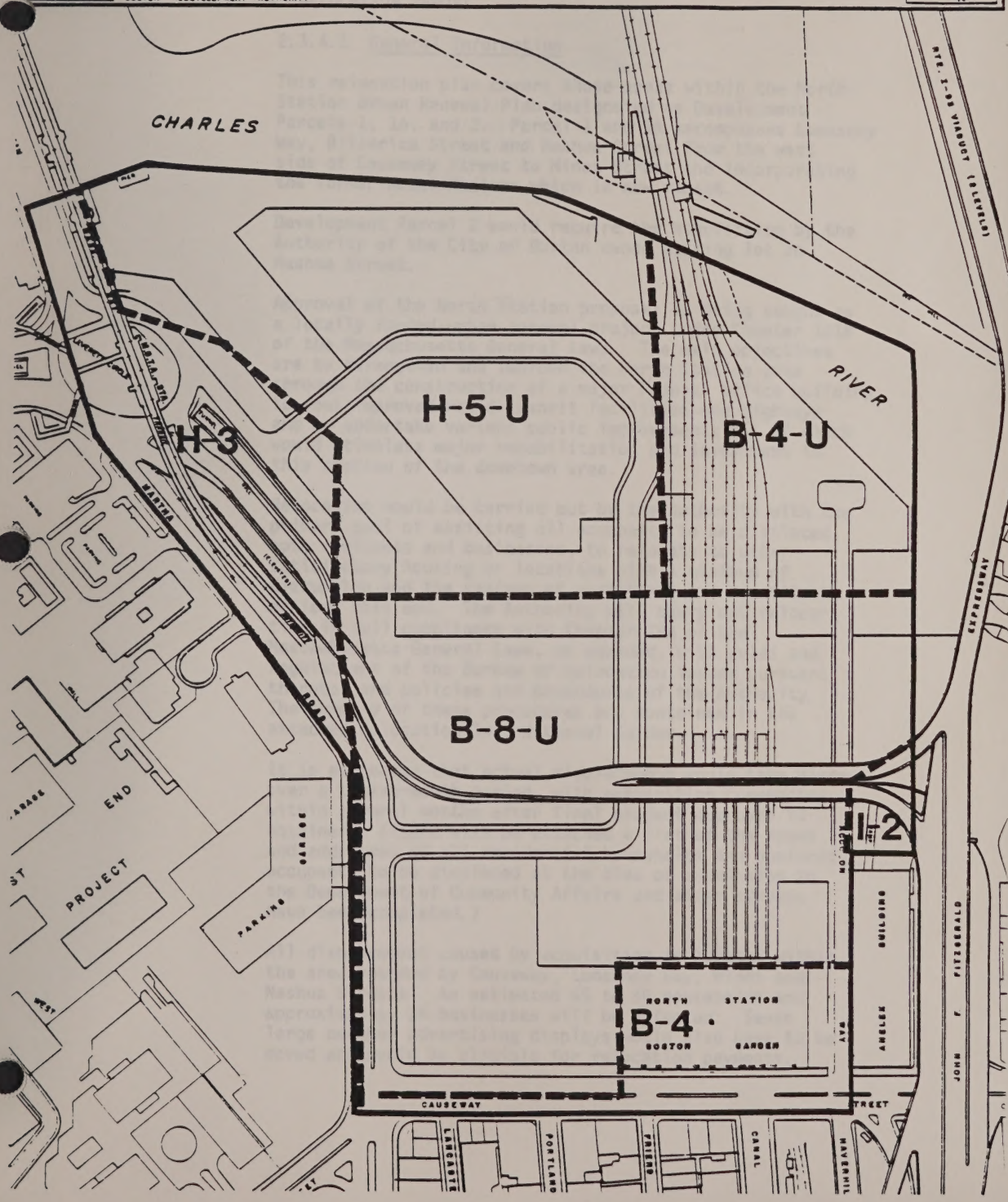
NORTH STATION REDEVELOPMENT PROJECT

BOSTON REDEVELOPMENT AUTHORITY

PROPOSED ZONING



2-8



2.3.4 RELOCATION REPORT

2.3.4.1 General Information

This relocation plan covers those areas within the North Station Urban Renewal Plan designated as Development Parcels 1, 1A, and 2. Parcel 1 and 1A encompasses Lomasney Way, Billerica Street and Nashua Street from the west side of Causeway Street to Minot Street and incorporating the former Hotel Madison which is now vacant.

Development Parcel 2 would require the acquisition by the Authority of the City of Boston owned parking lot on Nashua Street.

Approval of the North Station proposal is being sought as a locally funded urban renewal project under Chapter 121B of the Massachusetts General Laws. The main objectives are to strengthen and improve the North Station area through the construction of a major Federal office building, to seek improved rapid transit facilities and highways and to undertake various public improvements all of which would stimulate major rehabilitation and investment in this section of the downtown area.

Relocation would be carried out by the Authority with the primary goal of assisting all occupants to be displaced, both residents and businesses, to relocate to other satisfactory housing or locations with a minimum of disruption and the maximum of assistance and benefits to achieve this end. The Authority will carry out relocation in full compliance with Chapter 79A of the Massachusetts General Laws, as amended, with rules and regulations of the Bureau of Relocation issued pursuant thereto, and policies and procedures of the Authority. The summary of these procedures are contained in the attached Relocation Informational Guides.

It is estimated that actual displacement would take place over a twelve-month period, with acquisition commencing within several months after final project approval is obtained. (There will be attached a list of the names and addresses of all residential households and business occupants to be displaced at the time of submission to the Department of Community Affairs and after surveys have been completed.)

All displacement caused by acquisition is located within the area bounded by Causeway, Lomasney Way, Minot and Nashua Streets. An estimated 65 to 80 households and approximately 14 businesses will be affected. Seven large outdoor advertising displays would also have to be moved and would be eligible for relocation payments.

Temporary moves will not be an integral part of this plan since the proposed redevelopment re-use would be for office space. Temporary relocation would only occur in the event of a hazardous condition or under special circumstances relating to the availability of an assigned unit. Such moves would be subject to advance approval and costs would be borne by the Authority.

Most of the buildings in the area are of the type with a small number of floors, and the majority are located on Market Street. Several buildings which have been listed for many years are now being used for other purposes. Some of these have been used for many years for as least many years.

There are a significant number of other buildings in the area which are not listed. It is estimated that nearly 25% of the total population have one or more cars and 50% or more, with many households having more than one car. The Federal Government is currently conducting a survey of the area.

The area is primarily a residential area with a minority economy estimated to be about 15%. There are a variety of ethnic groups reflected in the area, and the area is currently being developed, particularly along the waterfront.

Comparative information indicates that it is a moderate income area. The primary type of comparison for these two categories is that while the area is currently being developed and renovated, it is currently being developed.

The size of the buildings are generally small, with the majority having not more than two floors. There are a few larger buildings which are available in the private sector in the area, but they are not as large as the ones in the area. A number of buildings on Market Street are listed as being for sale and are being used for other purposes. Some of these are being used for other purposes, and the area is currently being developed. The area is currently being developed and is currently being developed.

Important changes have occurred since the 1950's which will greatly benefit the families, individuals, and businesses who would be affected by the North Boston project.

The first is the availability of far more substantial relocation payments designed to cover and allow all necessary relocation costs for displaced households. Briefly these payments include:

2.3.4.2 Residential Relocation

A maximum of 68 households have been identified to date (from a variety of secondary sources). For purposes of relocation planning and budgeting, allowance has been made for up to 90 households in order to cover any additional households to be identified at the time of survey, re-occupancy of temporarily vacant units, and for any unforeseen contingencies which could not be identified prior to direct personal surveys.

Most of the households reside on Billerica Street, with a smaller number on Lomasney Way, and the smallest number on Nashua Street. Several Billerica Street families have lived there for thirty years or more. Ten or twelve more households have resided there for at least twenty years.

There are a significant number of older residents in this small area. It is estimated that nearly 30% of the total households have one or more members aged 62 or over, with many considerably older than the Federal definition of elderly. This includes six owner-occupants.

The area is primarily non-minority, with minority occupancy estimated to be under 5%. There are a variety of ethnic groups reflected with Italian, Irish, and Polish surnames most frequent, particularly among older residents.

Occupational information indicates that it is a moderate income area. The primary type of occupation for those not retired seems to fall within the clerk-administrative and restaurant-related job categories.

The size of apartments are generally small, with the majority having not more than two bedrooms. Rents are lower than those now available in the private market in the North End, West End and on Beacon Hill. (A recent offering on Billerica Street cited a studio for \$165 and a one-bedroom unit for \$220.) Despite its convenient location, the lower rents of the area may be attributable to the size and age of the buildings and its comparative isolation within a non-residential section surrounded by heavily used streets and transit systems.

Important changes have occurred since the 1950's which will greatly benefit the families, individuals, and businesses who would be affected by the North Station project.

The first is the availability of far more substantial relocation payments designed to cover and defray all necessary relocation costs for displaced households. Briefly those payments include:

- Moving Payments - Fixed amounts ranging from \$260 to \$500 depending upon number of rooms occupied, or actual moving costs.

Replacement Housing Payments:

- To Tenants - To cover necessary increased monthly housing costs over a four year period; maximum: \$4,000. May also be utilized for home purchase.
- To Owner-Occupants - An amount, up to \$15,000, representing the differential costs of purchasing and occupying another comparable unit.

Even more important is the growing supply of low-moderate income housing in the adjacent Beacon Hill, North End and Waterfront areas, some or all of which are in the Section 8 or other subsidy programs. These include:

West End	Blackstone Apartments (E)	121 Units
	Amy Lowell House (E)	151 Units
Beacon Hill	Anderson Park	64 Units
	Bowdoin Apartments	35 Units
North End	Ausonia House (E)	100 Units
	Paul Revere Courts	31 Units
	Casa Maria (E)	75 Units
Waterfront	Mercantile Building	122 Units

For older residents with strong ties to the area, the Amy Lowell House and the Blackstone development will be very important resources. Many residents from the neighborhood and from the old West End have already been able to move there. When the Blackstone opened in 1978, Authority staff assisted in verifying displacement for some sixty-five former West Enders who then received priority placements.

Households being displaced will be eligible to receive priority consideration for any HUD-assisted housing; this should also facilitate their placement in such units.

For those not eligible or not interested in assisted housing, there is a reasonable supply of private market rental apartments in the surrounding areas, including Beacon Hill, Charles River, and the North End. It seems

clear that full Rental Assistance Payments may be required to help cover those increased rental costs, however. The Rental Assistance Payment could also be used toward a down payment should some displaced tenants wish to purchase. The likelihood of purchasing may be conditioned upon the rate and availability of mortgage financing, however.

Present owner-occupants wishing to repurchase should be able to do so. The combination of their Authority acquisition payment and a potential Replacement Housing Payment of up to \$15,000 should make this financially feasible. Purchase and occupancy of three or four-unit buildings might require moving to other neighborhoods in Boston since the supply of such buildings in the areas adjacent to North Station is both limited and costly. Family Relocation staff will work closely with homeowners and all households in accordance with their expressed preferences as to area and type of housing.

No other residential displacement by other governmental action has been identified for this area at this time, thus avoiding any additional publicly-engendered demand for the resources cited above.

2.3.4.3 Business Relocation

A personal interview survey of the businesses in Parcels 1 and 1A has not been conducted as of this date; however, this will be done shortly. As a result of a tour of the area and from information derived from the Polk Directory, there appears to be fourteen (14) businesses and seven (7) outdoor advertising displays due to be displaced due to acquisition.

Included in the fourteen (14) firms are four parking lots, two restaurant/ bars, two small antique shops and six other small stores consisting of retail and office space.

At the time of the survey, a letter will be distributed to the businesses explaining that the purpose of the visit is merely to conduct a survey and that no action on their part will be necessary until a final urban renewal plan has been drawn and approved by the City Council, the Mayor, and the Department of Community Affairs.

A statement which describes the payments and services which will be available to displaced firms will be distributed at a later date.

The total amount of space presently occupied by the ten ground floor firms is approximately 12,000 square feet.

A walking tour of the streets in the immediate vicinity of North Station, namely Canal, Portland and Friend Streets, which will not be affected by the project, as well as conversations with real estate brokers in the area indicates that there is over 23,000 square feet of ground floor space presently available which could be utilized by the displaced firms. Due to the fact that this space is similar in nature to that being acquired and is in the immediate area, it is reasonable to assume that the cost per square foot for the new space would be comparable to the old. As there are no other active projects underway in the area at this time, it is not expected that there will be competing demands for commercial or retail locations.

2.3.4.4 Estimated Relocation Costs

Administrative costs will be borne by the Boston Redevelopment Authority. Family and Business Relocation staff will be assigned in accordance with the needs of residents and businesses.

Estimated expenditures for relocation payments and relative costs have been tentatively set somewhat high but may be revised after direct surveys are carried out. Current estimates are:

I. Residential Relocation	\$ 370,000
Relocation Moving Payments	\$ 32,000
Replacement Housing Payments to Tenants	\$ 218,000
Replacement Housing Payments to Owner-Occupants	\$ 120,000
II. Business Relocation	\$ 770,000
Actual Reasonable Moving Expenses and/or Direct Loss of Personal Property	\$ 266,000
Search Costs	\$ 4,000
Payment in Lieu of Moving	\$ 50,000
Possible Relocation Costs Associated with Boston Garden	\$ 450,000
III. Total Estimated Relocation Expenditures	\$1,140,000

2.3.4.5 ATTACHMENTS

(To be included for submission to the Bureau of Relocation but not presently attached)

- I. List of all site occupants to be displaced.
- II. Residential Relocation Guide.
- III. Business Relocation Guide.

2.3.5 Compliance with Plans

Developers' and contractors' plans for the Project Area shall be made subject to the regulations and controls set forth in the Urban Renewal Plan. The purpose of such regulations and controls is to achieve that economy of the Project Area to the planning and design objectives of the Urban Renewal Plan. It is, therefore, the obligation of all developers not only to comply with these controls but also to facilitate compliance with the Urban Renewal Plan and to ensure compliance in rehabilitation projects which are in keeping with the Plan.

2.3.5.1 Design Review

All development and rehabilitation projects and exterior work plans will be subject to design review, approval and approval by the Urban Renewal Authority prior to any construction and prior to the commencement of construction.

In order to ensure compliance with the specific objectives and design objectives set forth in this Plan and to ensure that the Urban Renewal Authority shall maintain design review standards and enforce the quality and characteristics of development and rehabilitation projects with reference to the design objectives and requirements set forth in this Plan and in the Urban Renewal Plan. The provisions will be included as to provide for a continuing review in order to achieve the work in urban design for the City.

2.3.5 Redeveloper's Obligations

2.3.5.1 Applicability

The provisions of this chapter shall apply upon disposition by the Boston Redevelopment Authority to all property to be acquired by the Boston Redevelopment Authority within the Project Area and shall be implemented by appropriate covenants and provisions in disposition documents.

2.3.5.2 Compliance with Plan

Redevelopment and rehabilitation in the Project Area shall be made subject to the regulations and controls set forth in the Urban Renewal Plan. The purpose of such regulations and controls is to assure that renewal of the Area will conform to the planning and design objectives of the Urban Renewal Plan. It is, therefore, the obligation of all developers not only to comply with these controls but also to familiarize themselves with the overall Urban Renewal Plan and to prepare development or rehabilitation proposals which are in harmony with the Plan.

2.3.5.3 Design Review

All development and rehabilitation proposals and architectural plans will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and prior to the commencement of construction.

In order to assure compliance with the specific controls and design objectives set forth in this Plan and as more specifically set forth in disposition documents, the Boston Redevelopment Authority shall establish design review procedures and evaluate the quality and appropriateness of development and rehabilitation proposals with reference to the design objectives and requirements set forth in this Plan and in the disposition documents. The procedures will be instituted so as to provide for a continuing review in order to achieve the best in urban design for the City.

2.3.5.4 General Obligations

The Boston Redevelopment Authority shall obligate developers and purchasers of land in the Project Area, and their successors and assigns, by covenants and conditions running with land or other appropriate means, subject to further provisions made by the Boston Redevelopment Authority for reasonable action in the event of default or noncompliance by such developers and purchasers:

1. To devote, develop or otherwise use such land only for the purpose and in the manner stated in the Plan and/or in applicable disposition documents and approved architectueal developments.
2. To comply with such terms and conditions relating to the use and maintenance of such land and improvements thereon as in the opinion of the Authority are necessary to carry out the purpose and objectives of the Plan, of Chapter 121 of the Massachusetts General Laws, as amended, and of Title I of the Housing Act of 1949, as amended.
3. To commence, execute and complete construction and improvements in accordance with reasonable time schedules as determined and established by the Authority.
4. To give preference in the selection of tenants for commercial or residential space built in the Project Area, to the maximum extent practicable, to business firms or residential tenants displaced from the Project Area because of clearance, redevelopment and rehabilitation activities, who desire to occupy such space and who will be able to pay rents equal to the rents charged other business firms or residential tenants for similar or comparable space built as part of the same redevelopment.
5. To devote 1% of construction cost to works of art in accordance with policies established by the Authority.

2.3.5.5 Dispostion by Developer

The developer shall not dispose of all or part of his interest within the Project Area without the consent of the Boston Redevelopment Authority until the full completion by the developer of all improvements required by and in conformity with the terms and conditions of both the Urban Renewal Plan and the Development Proposal submitted

to and approved by the Boston Redevelopment Authority on the basis of this Urban Renewal Plan; provided, however, that all or any part of such interest may be disposed of prior to full completion of such improvements upon written consent of the Boston Redevelopment Authority, which consent shall not be granted except under conditions that will prevent speculation, protect the interest of the Boston Redevelopment Authority and the City of Boston, and affect compliance with and achieve the objectives of Chapter 121 and, if applicable, Chapter 121A of the Massachusetts General Laws, as amended.

2.3.6 Non-Discrimination Provisions

All property and all transactions affecting or respecting the installation, construction, reconstruction, maintenance, rehabilitation, use, development, sale, conveyance, leasing, management, or occupancy of real property within the Project Area shall be subject to the applicable provisions of Chapter 151B of the Massachusetts General Laws, and amendments thereto, and to all other applicable federal, state, and local laws prohibiting discrimination or segregation by reason of race, color, sex, religion, or national origin.

2.3.7 Relation of Plan to Local Objectives

The Urban Renewal Plan is in conformity with the General Plan 1965/1975 for the City of Boston and the Regional Core, as adopted by the Boston Redevelopment Authority in March 1965. The Urban Renewal Plan conforms to the General Neighborhood Renewal Plan for Downtown, as adopted by the Authority in March 1967, and the Central Business District Plan, approved in June 1967.

The plan conforms with objectives stated in two other urban renewal plans, Government Center and the West End/Charles River Park. In addition, the plan is an outgrowth of New Directions for North Station, BRA, 1977, Development Plan for North Station, 1979, by Moshe Safdie and Associates for BRA, and Commercial Area Revitalization District Plan: North Station, BRA, 1979. Copies of these are attached.

2.3.8 Modification and Termination

2.3.8.1 Modification

The Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority provided that, if the general requirements, controls, or restrictions applicable to any part of the Project Area shall be modified after the lease or sale of such part, the modification is consented to by the Developer or Developers or such part or their successors and assigns. Where proposed modifications will substantially or materially alter or change the Plan, the modification must be approved by the Boston City Council and the State Department of Community Affairs.

2.3.8.2 Termination

This Urban Renewal Plan shall be in full force and effect for a period of forty (40) years from the date of approval of the Plan by the City Council of the City of Boston.

Summary of the terms of Western Union Financial Commitment
 dated as of May 2, 1954 by
 The First National Bank of Boston
 First Bank of Massachusetts in New York
 (Incorporated in New York)

Amount: \$100,000,000 (one hundred million dollars)
 Term: 10 years
 Interest: 4 1/2% per annum
 Collateral: 1. Mortgage on the property of the borrower
 2. All material interests, permits, licenses and franchises
 3. All other assets of the borrower

EVIDENCE OF FINANCIAL COMMITMENT

1. The borrower has provided evidence of its financial strength and ability to service the loan.
 2. The borrower has provided evidence of its ability to meet its obligations.
 3. The borrower has provided evidence of its ability to meet its obligations.
 4. The borrower has provided evidence of its ability to meet its obligations.
 5. The borrower has provided evidence of its ability to meet its obligations.
 6. The borrower has provided evidence of its ability to meet its obligations.
 7. The borrower has provided evidence of its ability to meet its obligations.
 8. The borrower has provided evidence of its ability to meet its obligations.
 9. The borrower has provided evidence of its ability to meet its obligations.
 10. The borrower has provided evidence of its ability to meet its obligations.

**Summary of Key Terms of Boston Garden Financing Commitment
dated as of May 5, 1992 by
The First National Bank of Boston
Fleet Bank of Massachusetts, N.A. and
Shawmut Bank, N.A. (collectively "Bank")**

Borrower: New Boston Garden Corporation ("NBGC")

Loan Amount: \$120 million maximum financing.

Equity Amount: The required amount of \$40 million of equity is to be provided by a combination of the following:

- 1) \$17.4 million of funds expended to date on such items as architectural drawings, environmental studies, marketing, etc.
- 2) At least \$15 million of net proceeds from the eminent domain taking of 150 Causeway Street.
- 3) \$5.3 million of security deposits to be received on the long-term leases executed on the executive suites and preferred seats.
- 4) \$2.3 million from additional security deposits, and/or additional eminent domain proceeds, and/or additional equity from Delaware North Companies, Incorporated ("DNC").

Term: 10 year financing. Up to a three-year construction period and then a seven-year term with required annual amortization of \$5 million, plus a prepayment amount based on a formula calculation.

Interest

Construction

Loan: Base + 0.75% per annum or, Eurodollar + 2.25% per annum.

Term Loan: Base + 0.45% per annum or, Eurodollar + 1.95% per annum.

Collateral:

- 1) Mortgage on the existing Boston Garden;
- 2) Mortgage on the new arena, and the assignment of all material leases, permits, licenses and related operating contracts.
- 3) Debt service reserve fund of a minimum of \$5 million.

Key Conditions

Precedent:

The project must have leased 1754 of the preferred seats and 73 of the executive suites, representing approximately 75% of seats and suites available for lease, prior to the financing closing. Leasing occurs upon the execution of a legally binding lease for a minimum period of three years and payment of a security deposit of \$40,000 per suite and \$2,500 per seat.

Guarantees:

- 1) Full completion guarantee by DNC to complete the project as specified;
- 2) \$10 million letter of credit to be provided by DNC to be available for draw in the event of cost-overruns;
- 3) Annual guarantee of up to approximately \$2.5 million to be provided by DNC in the event that 87 of the executive suites and 2105 preferred seats are not leased prior to opening of the project in 1995. The guaranteed amount is the difference between the annual revenues received from 90% of seats leased and 75% of seats leased. This guarantee will be released one year after NBGC has entered into leasing agreements for 90% of the seats.
- 4) The concession operator will agree to pay an annual minimum rent to NBGC of not less than \$2,500,000 effective as of the beginning of the Term Loan Funding after construction.

BOSDATA:9346.1



Shawmut

David A. Splaine
Vice President

May 5, 1992

Delaware North Companies, Inc.
New Boston Garden Corporation
c/o Delaware North Companies
Incorporated
One Delaware North Place
438 Main Street
Buffalo, NY 14202

Attention: Lawrence C. Moulter
President and Chairman of the Board
New Boston Garden Corporation

Attention: G. Gail Edwards
Vice President and Treasurer
Delaware North Companies, Inc.

Mesdames and Gentlemen:

We are pleased to confirm the commitment of Shawmut Bank, N.A. ("Shawmut") and Fleet Bank of Massachusetts, N.A. ("Fleet") (together the "Bank") to provide financing to New Boston Garden Corporation ("NBGC") for the construction of a multi-purpose arena in the North Station Urban Renewal District of the City of Boston, subject to the following terms and conditions. The obligations of each of Fleet and Shawmut are several hereunder, their relationship being that of co-lenders.

Borrower: NBGC, a Massachusetts corporation, a wholly owned subsidiary of Delaware North Companies, Inc. ("DNC").

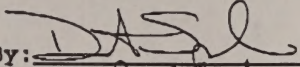
The Project: The project (the "Project") consists of the replacement of the existing Boston Garden sports arena ("Boston Garden") with a new 775,000 square foot multi-purpose arena in the North Station Urban Renewal District of the City of Boston the maximum seating capacity of which will be approximately 19,600 plus 104 Executive Suites (the "New Garden"). The New Garden will be constructed on air rights deeded to NBGC by the MBTA. Boston Garden will remain in operation while the New Garden is being built on a site just north of the present Boston Garden site. The MBTA will provide a 1,300 space parking garage and new platforms and stations for the

Delaware North Companies, Inc.
New Boston Garden Corporation
May 5, 1992
Page -20-

This letter supersedes all our prior letters to you, if any, regarding the subject of this letter.

Very truly yours,

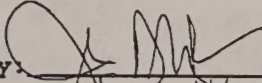
SHAWMUT BANK, N.A.

By: 

Vice President

Hereunto duly authorized

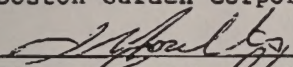
FLEET BANK OF MASSACHUSETTS,
N.A.

By: 

Senior Vice President
Hereunto duly authorized

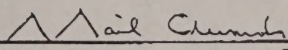
Accepted and Agreed to this
5 day of May, 1992.

New Boston Garden Corporation

By: 

Title: President

Delaware North Companies Incorporated

By: 

Title: VICE PRESIDENT & TREASURER

/6412

APPENDIX F

Proposed 6A Contract

Contract Between the City of Boston and Garden Corporation Pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws

This 6A Contract (the "Agreement") made this ____ day of _____, 1992, under Sections 6A, 10 and 15 of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between the Garden Corporation, a Massachusetts corporation, (hereinafter called the "Owner") and the City of Boston, a municipal corporation of the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, Owner has caused to be filed with the Boston Redevelopment Authority (the "Authority") an application dated as of October 1, 1992 (the "Application") under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, as amended (collectively, "Chapter 121A"), for approval of a project (the "Project"), more particularly described in the Application.

WHEREAS, the Project and the Application were approved by the Authority by vote on October 22, 1992, adopting a certain Report and Decision on the Project (the "Report and Decision"); and

WHEREAS, the Mayor of the City approved the Authority's approval on _____, 1992; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1992, and such approval has become final and binding pursuant to the provisions of Chapter 121A; and

WHEREAS, as part of the Report and Decision, the Authority required the Owner and New Boston Garden Corporation ("NBGC"), a Delaware corporation, to enter into a certain Regulatory Agreement, which was executed by all parties thereto and dated _____, 1992 (the "Regulatory Agreement"); and

WHEREAS, pursuant to the provisions of Chapter 121A the Authority is requiring the Owner to enter into this Agreement; and

NOW, THEREFORE:

1. Capitalized terms used in this Agreement shall have the meanings set forth in the Application.

2. The Owner hereby agrees with the City that:

(a) Subject to Section 6 hereof, all activities of the Owner will be undertaken in accordance with the Report and Decision and the Regulatory Agreement, the provisions of Chapter 121A as now in effect, and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision, which are incorporated herein by reference. Such activities of the Owner will include acquisition of rights to cause the Project to be constructed on all or a portion of the Project Site by purchase, lease, easement or otherwise.

(b) Subject to the provisions and limitations of this Agreement, the Owner will pay to the Commonwealth of Massachusetts for each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the urban redevelopment excise tax required under Section 10 of Chapter 121A (the "Excise Tax").

(c) Subject to the provisions and limitations of this Agreement, the Owner will pay to the City with respect to each calendar year during which the Owner is subject to Chapter 121A and has the benefit of the tax exemption provided thereunder, the amount (the "Differential"), if any, by which the following amounts with respect to any particular calendar year exceed the Excise Tax for such calendar year:

- i) during the period of time from the date of this Agreement until the Effective Date (as defined in Section 1(d) hereof), \$0;
- ii) from and after the Effective Date until January 1, 2003, \$1,000,000;
- iii) from and after January 1, 2003 until January 1, 2004, \$1,100,000;
- iv) from and after January 1, 2004 until January 1, 2005, \$1,200,000;
- v) from and after January 1, 2005 until January 1, 2006, \$1,300,000;
- vi) from and after January 1, 2006 until January 1, 2007, \$1,400,000; and
- vii) from and after January 1, 2007 until the expiration of this Agreement, \$1,500,000.

(d) Notwithstanding any provision of this Agreement or the Report and Decision or the Regulatory Agreement to the contrary,

Existing Garden Site or Existing Garden until the Effective Date, but rather the Owner will cause NBGC to continue to pay property taxes under Massachusetts G.L. c. 59 on the Existing Garden Site and Existing Garden until the Effective Date. As used herein the term "Effective Date" means the date upon which a final Certificate of Occupancy for the New Building is issued. The inclusion of the Existing Garden Site and the Existing Garden within the Project for purposes of computing Excise Tax and any Differential has already been accounted for in the calculations set forth herein, and shall not therefore result in any increase in the amount of Excise Tax or Differential payable over the amounts set forth herein.

(e) The Owner will cause to be filed with the Assessing Department of the City of Boston (the "Assessing Department") within one hundred twenty (120) days of the end of each calendar year during which this Agreement is in effect a statement of profit and loss, a balance sheet, a statement of receipts and disbursements for the preceding calendar year and a copy of the excise tax return as submitted to the Department of Revenue.

(f) The Owner will submit to the Commissioner of Assessing, or a representative of the Commissioner designated in writing, written authorization to examine all excise tax returns and attachments thereto filed by the Owner with the Department of Revenue.

3. The Assessing Department hereby determines, in accordance with the seventh paragraph of Section 10 of Chapter 121A, that the fair cash value of the real and personal property of the Project (exclusive, until the Effective Date, of the Existing Garden Site and the Existing Garden) shall be an amount not in excess of the following amounts:

<u>(i) Fair Cash Value Date</u>	<u>Amount</u>
-January 1, 1993	\$2,500,000
-January 1, 1994	\$5,000,000
-January 1, 1995 and thereafter until the Effective Date	\$7,500,000

(ii) from the Effective Date until the date on which the property tax exemption provided hereunder to the Owner expires, an amount not more than the lesser of the following: (x) \$50,000,000, or (y) the amount which when used in the computation of the Excise Tax results in an Excise Tax for any particular calendar year of not more than the amount set forth below for such calendar year:

- i) from and after the Effective Date until January 1, 2003, \$1,000,000;

- ii) from and after January 1, 2003 until January 1, 2004, \$1,100,000;
- iii) from and after January 1, 2004 until January 1, 2005, \$1,200,000;
- iv) from and after January 1, 2005 until January 1, 2006, \$1,300,000;
- v) from and after January 1, 2006 until January 1, 2007, \$1,400,000; and
- vi) from and after January 1, 2007 until the expiration of this Agreement, \$1,500,000.

The Assessing Department agrees to certify as to each of the foregoing fair cash value dates and amounts to the Department of Revenue and the Owner on or before March 1 of each year during such periods, pursuant to the second paragraph of Section 10 of Chapter 121A. Notwithstanding the foregoing, each such certified fair cash value shall not exceed, but may be less than, a fair cash value for or with respect to each year within such periods resulting in an annual Excise Tax which shall not be in excess of the real estate taxes which would have been owing to the City with respect to the real and personal property of the Project pursuant to Chapter 59 of the General Laws if the Project were not subject to Chapter 121A. The Assessing Department acknowledges that the Existing Garden Site, the Existing Garden, the New Building Site and the New Building together with their respective appurtenant rights constitute all the real and personal property of the Project for which it is required to establish a fair cash value under the provisions of Section 10 of Chapter 121A.

4. The Assessing Department hereby determines, in accordance with the third paragraph of Section 10 of Chapter 121A, that the average of the assessed valuations of the land and all buildings comprising the Project (other than the Existing Garden Site and the Existing Garden) and other things erected thereon or affixed thereto on the three assessment dates (January 1, 1989, January 1, 1990, January 1, 1991) next preceding the acquisition thereof by Owner shall be \$0.

5. The Owner and NBGC have entered into a lease (the "Lease"; a copy of the Lease is appended hereto as Exhibit A) dated _____, and the parties acknowledge that a fully executed copy of the Lease has been given to the Commissioner of Assessing. Pursuant to the Lease the Owner has leased the New Building Site and (when constructed) the New Building to the NBGC, and pursuant to which the Owner shall lease the Existing Garden Site and the Existing Garden to NBGC after the Owner's acquisition of the Existing Garden Site and the Existing Garden from NBGC pursuant to the terms of said Lease. The Lease may be amended by the Owner and

NBGC without the consent of the City, provided, however, that the provisions of the Lease set forth in Section 4(b)(i) of the Application and in the succeeding sentences of this Section 5 may not be amended without the consent of the City. The Owner agrees with the City that the Owner will either perform, or cause NBGC to perform, all of the obligations of NBGC under the Lease. The Rent, equal to the following amounts per annum for each respective year during the 15 year term of the Lease, plus any other gross income of the Owner, shall be the only gross income relevant for inclusion in the computation of the Excise Tax, and no income of NBGC, Delaware North Companies, Incorporated or any affiliate of NBGC or of Delaware North Companies, Incorporated shall be considered relevant to or shall be included in the computation of the Excise Tax:

Until Effective Date	\$0
Year 1 thereafter	\$4,000,000
Year 2 thereafter	\$4,200,000
Year 3 thereafter	\$4,410,000
Year 4 thereafter	\$4,630,500
Year 5 thereafter	\$4,862,025
Year 6 thereafter	\$5,105,126
Year 7 thereafter	\$5,360,383
Year 8 thereafter	\$5,628,402
Year 9 thereafter	\$5,909,822
Year 10 thereafter	\$6,205,313
Year 11 thereafter	\$6,515,579
Year 12 until termination	\$6,841,357

6. Pursuant to the Report and Decision, upon the request of the Owner, the Authority may terminate any approvals now or hereafter given by the Authority relative to the Project. If such request is made by the Owner because one or more of the conditions to the obligations of the Owner set forth in Section 8 has not been met, then the City will immediately instruct the Director of the Authority to recommend to the Authority that it approve such termination, and that the Director should insure such request is considered by the Authority as quickly as is legally permissible.

The effective date of any such termination shall be the date of the request for termination by the Owner. Following any such termination, the Project and the Project Site, or the applicable portion thereof, shall no longer be subject to the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts or Chapter 652 of the Acts of 1960, both as amended, or of this Contract, and thereafter shall enjoy neither the benefits of nor be subject to the provisions of said laws, regulations or contracts thereunder.

7. Pursuant to the Report and Decision, upon application by the Owner or its designee for a change in the Project consisting of (i) sale of any portion of the Project, or (ii) removal of any portion of the Project Site from the Project in order to undertake

the development of such portion of the Project Site outside of the purview of Chapter 121A and the within Contract, or under a separate application for designation under Chapter 121A, the City will immediately instruct the Director of the Authority to immediately submit the application to the Authority for its consideration as quickly as is legally permissible and the City will also immediately instruct the Director to recommend approval of such application for removal provided, that (A) such portion of the Project Site is either the Existing Garden Site or a portion of the New Building Site which is not required for the construction of the New Building, and (B) the Owner and (if applicable) the proposed transferee of such portion of the Project Site acknowledge that upon removal from the Project Site such portion of the Project Site shall immediately become taxable pursuant to Mass. G.L. c. 59 or pursuant to such separate application under Chapter 121A and Chapter 652 as the Authority may then approve. Whether the Director recommends approval of such application or not, the City, acting through the Authority, will act upon such application as soon as may be legally permissible and shall either (x) approve such sale or removal, or (y) terminate the designation of such portion of the Project Site as a portion of the Project Site approved under the Application and Report and Decision and governed by this Agreement, whereupon such portion of the Project Site may be sold by the Owner but such portion of the Project Site shall no longer be subject to the burdens nor receive the benefits of Chapter 121A, Chapter 652 or this Agreement. If the Authority approves such application, upon such approval by the Authority, the Project and the Project Site shall be revised accordingly, and the owner of the portion of the Project Site so removed from the Project shall not be subject to the burdens nor receive the benefits of Chapter 121A, Chapter 652, this Contract or any other approval granted pursuant to the Application.

8. The obligations of the Owner under this Agreement are conditioned in all respects upon (i) the acquisition of the New Building Site by the Owner and the issuance of all permissions, variances, permits and licenses which may be required with respect to the construction, maintenance and management of the Project, whether or not the same were specified in the Application, upon (ii) the appropriate agency or authority within the City certifying in a timely way to the appropriate authorities of the Commonwealth of Massachusetts (A) the "fair cash value" of all real and personal property included within the Project to be not more than the amounts set forth in Section 3 hereof, and (B) the "gross income" of the Owner to be not more than the amounts set forth in Section 5 hereof, and upon (iii) the sum of the Excise Tax and the Differential never exceeding in any calendar year the lesser of (A) the amounts set forth in subsection 2(c) hereof for such calendar year, or (B) the taxes which the Owner would be required to pay on the entire Project for such calendar year pursuant to Mass. G.L. c. 59, and upon (iv) the City and the Owner entering into the Regulatory Agreements and any other additional agreements attached

to the Application, substantially in the form so attached, and such agreements remaining in full force and effect, including, without limitation, as to the amount and method of payment of any linkage obligations as set forth in such draft Regulatory Agreements. The Owner shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other cause beyond the Owner's or NBGC's reasonable control. If any of the foregoing conditions are not met at any time during the term of the Owner's designation under Chapter 121A pursuant to the Application, in addition to the right to seek termination of the designation pursuant to subsection 10(d) thereunder and the within Contract pursuant to Section 7 hereunder, the Owner shall have such remedies as are available at law or in equity, including a right to bring an action for mandamus or specific performance to insure that no such breach continues to exist. If, notwithstanding such remedies the Owner is ever required to pay sums in lieu of property taxes in excess of the sums contemplated hereunder, the Owner shall have the right to offset any such excess payments against any other sums payable by the Owner to the City in respect of this Agreement.

9. This Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the Owner under Chapter 121A terminates, provided, however, that until such time after the termination of this Agreement as to any portion of the Project as such portion of the Project is subjected to tax under c.59 of the General Laws the Owner shall continue to pay taxes in an amount equal to those payable pursuant hereto immediately prior to such termination, pro rated for any partial year and allocated on an equitable basis to such portion of the Project. Such payments for any such portion shall be in addition to the payments otherwise required hereunder. Neither the Project nor the Owner shall thereafter be subject to the obligations of Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Agreement as provided for in Chapter 121A. If mortgage financing acceptable to the Owner has not closed and the New Building Site has not been acquired by the Owner within twelve (12) months from the date of the Approval, this Agreement shall be null and void and of no further force and effect. Prior to any future development on the Project Site other than the construction of the New Building the Owner shall (i) apply to the Authority to remove the portion of the Project Site upon which such new development shall occur from the Project Site, whereupon the Authority shall automatically and forthwith approve such removal and such portion of the Project Site and any development thereon shall be subject to taxation pursuant to Mass. G.L.c.59 or pursuant to such additional c.121A Application and Agreement as the Owner or its assignee may enter into at such time, or (ii) apply to the Authority to amend this Agreement and the accompanying c.121A Application upon such terms and conditions as

the Owner and the Authority may mutually agree to at such time.

10. The Owner and the City agree that, without mutual consent, any amendment subsequent to the delivery of this Agreement of any of the provisions of Chapter 121A of the General Laws or of Chapter 652 of the Acts of the 1960 or of the Rules, Regulations and Standards now applicable to the Project shall not affect this Agreement or the Project.

11. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the City to One City Hall Square, Boston, Massachusetts, and in the case of the Owner, c/o Delaware North Companies, Incorporated, 438 Main Street, Buffalo, New York 14202, Attention: General Counsel, with a separate copy to Eckert Seamans Cherin & Mellott, One International Place, Boston, MA 02110, Attention: Stephen I. Burr, Esq., and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

12. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes a legally binding contract, upon breach of which by either party the other party shall have all of the rights and remedies provided by applicable law. The Owner shall have the right to sell the Project or any interest therein at any time, subject to the benefits and burdens of this Agreement and c.121A, except as such right may be expressly limited in the Agreement Not to Dispose of Interests appended to the Application. The liability of the Owner hereunder or its successors or assigns (including, without limitation, mortgagees) shall be limited solely to the assets and property of the Owner with respect to the Project, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Owner, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability of the Owner hereunder.

Massachusetts Corporation and
"Terminix", a Delaware corporation.

Commissioner of Assessing

GARDEN CORPORATION

By: _____

By: _____

Name: _____

Title: _____

Title: _____

BOSDATA:8501.1

APPENDIX A

LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease") made as of _____, 1992 by and between GARDEN CORPORATION, ("Landlord"), a Massachusetts corporation and NEW BOSTON GARDEN CORPORATION ("Tenant"), a Delaware corporation.

WHEREAS, Landlord is the owner of certain land and easement rights described on Exhibit A hereto (the "Premises"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to take and hire from Landlord, the Premises; and

WHEREAS, Tenant has agreed to construct and pay for a multipurpose sports and entertainment arena as shown on the plans and specifications attached as Exhibit B hereto.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties hereby covenant and agree as follows:

1. Certain Definitions.

1.1 "Rental" shall have the meaning given in Section 4.1.

1.2. "Commencement Date" shall have the meaning given in Section 3.1.

1.3. "Default Rate" shall mean an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Massachusetts or (ii) the Prime Rate plus 2 percent.

1.4. "Effective Date" shall mean the date upon which a final certificate of occupancy is issued for the Improvements.

1.5. "Event of Default" shall have the meaning given in Section 17.1.

1.6. "Existing Garden" shall mean the property and improvements thereon currently owned by Tenant and on which the existing Boston Garden is erected, as more particularly described on Exhibit C hereto.

1.7. "Governmental Requirements" shall mean (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited

extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, (c) Landlord's application dated as October 1, 1992 (the "Application") under the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended, (collectively, "Chapter 121A"), the provisions of Chapter 121A as now in effect and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision of the Boston Redevelopment Authority dated October 22, 1992 (the "Approval"), and (d) all requirements for permits, licenses, and approvals of all governmental agencies and bureaus, including the permits and licenses referred to in the foregoing.

1.8. "Improvements" shall mean the new entertainment and sports arena and related improvements to be constructed by Landlord on the Premises in accordance with the Plans and Specifications.

1.9. "Plans and Specifications" shall mean the plans and specifications for the Improvements attached as Exhibit D hereto, as such Plans and Specifications may be changed by Tenant with Landlord's consent, which consent shall not be withheld unreasonably.

1.10. "Land Area" shall mean the property, including air rights and easement rights, described on Exhibit A.

1.11. "Prime Rate" shall mean the prime rate, reference rate or similar rate announced from time to time by Shawmut Bank, N.A., as such rate may change from time to time.

1.12. "Premises" shall mean the Land Area together with all and singular the real estate ways, water courses, rights, liberties, privileges, hereditament, improvements now or hereafter existing and appurtenances whatsoever thereunto belonging, or in any way appertaining thereto.

1.13. "Rental" shall have the meaning given in Section 4.1.

1.14. "Term" shall have the meaning given in Section 3.1.

1.15. "Termination Date" shall have the meaning given in Section 3.1.

2. Premises.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby rents, takes and hires from Landlord the Premises, subject nevertheless, to the covenants and conditions set forth in this Lease which Landlord and Tenant respectively covenant and agree to keep and perform.

2.2 Purchase and Sale of Existing Garden. At any time on or after the Effective Date, Landlord shall have the right, at its option, and, upon the exercise of such option, Tenant hereby agrees to sell and convey to Landlord, the Existing Garden, together with all buildings, privileges, hereditaments, appurtenances, fixtures and other improvements thereon. Landlord may exercise such option at any time on or after the Effective Date by notice to Tenant, which notice shall set a closing date not less than thirty (30) days nor more than ninety (90) days from the date of such notice. At the closing of such transaction, Tenant shall convey to Landlord by general warranty deed and other appropriate documents good and negotiable title to the Existing Garden, subject to all liens, encumbrances and restrictions of record or consented to by Landlord. This option and such sale of the Existing Garden is in consideration of Landlord entering into this Lease and other good and valuable consideration, and no additional consideration shall be paid by Landlord for such sale and conveyance. Landlord shall pay all transfer taxes, filing fees and other out of pocket costs in connection with such sale of the Existing Garden. From and after the sale of the Existing Garden by Tenant to Landlord, the Existing Garden shall be included within the Premises for purposes of this Lease, at no additional Rental.

3. Term. The term of this Lease shall be for a period (the "Term") commencing on the date set forth above (the "Commencement Date") and ending at 11:59 PM on fifteenth anniversary of the Commencement Date (the "Termination Date"), unless earlier terminated as provided herein. Possession of the Premises shall be given to Tenant on the Commencement Date.

4. Rentals.

4.1 Rentals. Tenant shall pay to Landlord as rental ("Rental" or "Rent") for the Premises, the following:

(a) during the period from and after the Commencement Date hereof until the Effective Date, no rent or other amount shall be paid by Tenant to Landlord under this Lease;

(b) from and after the Effective Date, and until the first anniversary of the Effective Date, the sum of \$4,000,000 per annum;

(c) from and after the first anniversary of the Effective Date, and until the second anniversary of the Effective Date, the sum of \$4,200,000 per annum;

(d) from and after the second anniversary of the Effective Date, and until the third anniversary of the Effective Date, the sum of \$4,410,000 per annum;

(e) from and after the third anniversary of the Effective Date, and until the fourth anniversary of the Effective Date, the sum of \$4,630,500 per annum;

(f) from and after the fourth anniversary of the Effective Date, and until the fifth anniversary of the Effective Date, the sum of \$4,862,025 per annum;

(g) from and after the fifth anniversary of the Effective Date, and until the sixth anniversary of the Effective Date, the sum of \$5,105,126 per annum;

(h) from and after the sixth anniversary of the Effective Date, and until the seventh anniversary of the Effective Date, the sum of \$5,360,383 per annum;

(i) from and after the seventh anniversary of the Effective Date, and until the eighth anniversary of the Effective Date, the sum of \$5,628,402 per annum;

(j) from and after the eighth anniversary of the Effective Date, and until the ninth anniversary of the Effective Date, the sum of \$5,909,822 per annum;

(k) from and after the ninth anniversary of the Effective Date, and until the tenth anniversary of the Effective Date, the sum of \$6,205,313 per annum;

(l) from and after the tenth anniversary of the Effective Date, and until the eleventh anniversary of the Effective Date, the sum of \$6,515,579 per annum; and

(m) from and after the twelfth anniversary of after the Effective Date, and until the Termination Date, the sum of \$6,841,357 per annum.

4.2. Payment of Rental. Tenant shall pay all Rental in twelve equal monthly installments, due and payable on the first day of each calendar month, without any setoff, deduction or prior demand therefor whatsoever. Rental shall be paid and delivered to Landlord at such place and to such person as Landlord may, from time to time, designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount

with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Rental shall be prorated for any partial year.

5. Taxes. Landlord shall be responsible for paying to the pertinent taxing authority all real estate taxes (including taxes levied or assessed in lieu of or as a substitution for real estate taxes) imposed, assessed or levied upon or against the Premises and/or the Improvements during the Term, but not against any building or other improvements other than the Improvements hereafter erected or installed on the Premises, the real estate taxes on which shall be the responsibility of Tenant.

6. Construction, Equipping and Furnishing of the Improvements and Ownership

6.1. Tenant Construction Obligations. Tenant shall promptly proceed to complete development and construction of the Improvements on the Premises, in accordance with the Plans and Specifications.

6.2. Conditions Precedent to Tenant Construction Obligations. The obligations of Tenant pursuant to Section 6.1, above are expressly conditioned upon the following items being in effect prior to and at all times during the construction of the Improvements:

- (a) Tenant shall have closed on the financing for the construction of the Improvements, and funding shall continue to be available thereunder;
- (b) Tenant shall have obtained and shall at all times have all Federal, State and local permits and approvals necessary for the construction of the Improvements; and
- (c) Landlord shall have unconditionally approved the Plans and Specifications, as amended.

6.3. Ownership. Landlord shall be the owner of the Improvements for all purposes.

7. Alterations. After completion of construction of the Improvements Tenant shall have the right, from time to time, to make or permit to be made any alterations, improvements or additions to the Premises, the Improvements, or any part thereof; provided that all alterations, improvements and additions to the Premises and/or the Improvements shall be made in accordance with all Governmental Requirements. All such alterations, additions and

improvements shall at once when made become a part of the Improvements and shall be and remain the sole property of Landlord.

8. Maintenance and Repair. Tenant shall at Tenant's sole cost and expense keep the Premises, the Improvements and all equipment and personal property therein in good order, condition and repair, and shall make all replacements as required.

9. Governmental Requirements. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises and all improvements to comply with all Governmental Requirements.

10. Assignment and Subletting; Mortgages.

10.1 Assignment and Subletting. Tenant shall have the right at any time to assign this Lease or to sublet the Premises, in whole or in part. In the event of any assignment or subletting pursuant to the preceding sentence, Tenant shall not be released from liability under this Lease, and shall remain liable for all obligations of Tenant hereunder, unless and to the extent Landlord agrees in writing to the release of Tenant's obligations hereunder, which agreement may be granted or withheld in Landlord's sole discretion.

10.2. Mortgages on Tenant's Leasehold Interest. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the unrestricted right, at any time, and from time to time, to mortgage, pledge or otherwise encumber Tenant's leasehold interest in and to the Premises. Tenant shall also have the right to assign its interest in this Lease to such mortgagee as security for any such mortgage, pledge or other encumbrances.

10.3. Leasehold Mortgagee Protections. If Tenant mortgages its leasehold interest in and to the Premises and delivers a copy of any such leasehold mortgage (or any assignment) to Landlord, then, until such time as Landlord receives notice that such leasehold mortgage or assignment has been satisfied, the following provisions shall apply:

(a) Landlord, upon serving upon Tenant any notice of default pursuant to this Lease or any other material notice or demand under the provisions of or with respect to this Lease, shall also serve a copy of such notice upon the leasehold mortgagee, and no notice or demand by Landlord to Tenant under this Lease shall be deemed to have been duly given unless and until a copy thereof has been so served upon each such leasehold mortgagee. Copies of notice shall be served by Landlord upon the leasehold mortgagee in accordance with the notice provisions contained in the copy of the applicable leasehold mortgage (or assignment thereof) delivered to

Landlord pursuant to this Section 10.3 and Landlord shall have the right to rely conclusively upon such document as to the appropriate method to serve such copy.

(b) The leasehold mortgagee shall have the right to perform any term, covenant, condition or agreement of this Lease on Tenant's part to be performed, and Landlord shall accept such performance by such leasehold mortgagee with the same force and effect as if furnished by Tenant.

(c) Landlord shall not terminate this Lease until the expiration of ten (10) days after the date Landlord shall have given notice to the leasehold mortgagee of the existence of a default by Tenant of the kind referred to in Section 17.1(a) or until the expiration of thirty (30) additional days after Landlord shall have given notice to the leasehold mortgagee of the existence of a default of the kind referred to in Section 17.1(b) and that Tenant has failed to cure such default as provided therein, and a notice of termination given prior to the expiration of the applicable time period shall have no force or effect. Landlord and Tenant agree that the leasehold mortgagee shall have the right (but shall not be obligated) within such ten (10) day period to cure any default by Tenant of the kind referred to in Section 17.1(a) or within such thirty (30) day period to cure or proceed diligently to cure a default by Tenant of the kind referred to in Section 17.1(b). The leasehold mortgagee shall be deemed to be diligently proceeding to cure a default of Tenant of the kind referred to in Section 17.1(b) if such leasehold mortgagee shall have commenced foreclosure proceedings or other proceedings to acquire possession of Tenant's leasehold interest in and to the Premises, provided that during the pendency of such proceedings the leasehold mortgagee shall be proceeding with due diligence to complete such proceedings, shall pay to Landlord all Rent and other payments due under the terms of this Lease as and when the same shall become due and shall be proceeding with due diligence to cure any defaults of Tenant other than defaults of the kind referred to in Section 17.1(b) which are not reasonably susceptible of being cured by a leasehold mortgagee; however, the leasehold mortgagee shall not be obligated to continue such foreclosure proceedings to prevent any such termination if any such defaults shall have been cured prior to the completion of such proceedings. Landlord agrees that so long as the leasehold mortgagee shall be diligently proceeding to cure a default of the kind referred to in Section 17.1(b) in the manner provided in the preceding sentence, Landlord shall not terminate this Lease by reason of such default, and upon the completion of such cure of such default and acquisition of Tenant's leasehold estate in and to the Premises by the leasehold mortgagee or its nominee or any purchaser at a foreclosure sale or the assignee of any such purchaser, this Lease shall continue in full force and effect as if no notice of termination had been given.

(d) Tenant may delegate irrevocably to any leasehold mortgagee the authority to exercise any or all of Tenant's rights

hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or such leasehold mortgagee delivers to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the leasehold mortgage itself, in which case, the service upon Landlord of a copy of the leasehold mortgage, together with a written notice specifying the provisions therein which delegate such authority to the leasehold mortgagee, shall be sufficient to give Landlord notice of such delegation. Landlord shall be entitled to rely on any written instrument affecting such delegation or on the provisions of the leasehold mortgage and Tenant hereby releases Landlord and agrees to indemnify and hold Landlord harmless from any action taken by Landlord as a result of any such delegation by Tenant under this clause (d).

(e) In the event of the termination of this Lease, prior to the expiration of the Term, hereof whether by summary proceedings to dispossess, service of notice to terminate or otherwise, and whether due to any default or condition referred to in Section 17.1(a) or 17.1(b) or otherwise, Landlord shall serve upon the leasehold mortgagee written notice that this Lease has been terminated together with a statement of any and all sums which would at the time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Such leasehold mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

- (i) Upon the written request of the leasehold mortgagee, given within thirty (30) days after the service of such notice that this Lease has been terminated, Landlord shall enter into a new lease of the Premises with such mortgagee, or the nominee or designee of such mortgagee.
- (ii) Such new lease shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term and at the rent and upon the then executory agreements, term, covenants and conditions hereof and shall have equal priority with this Lease.
- (iii) Upon the execution of such new lease, the new tenant thereunder shall pay to Landlord any and all rents and other sums which would at the time of the execution thereof have been due under this Lease had it not been for termination of this Lease. Such new tenant shall, at such time, also pay to Landlord all expenses, including reasonable counsel fees, court costs and

disbursements incurred by Landlord in connection with Tenant's defaults and the termination of this Lease, Landlord's recovery of possession of the Premises, and all Landlord's costs and expenses in connection with the preparation, execution, delivery and recording of the new lease. Upon the execution of such new lease and payment in full of the foregoing, Landlord shall allow to the new tenant thereunder (and such tenant shall be entitled to) an adjustment in an amount equal to the net income, if any, derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of execution of such new lease.

(f) If there is more than one leasehold mortgagee and if more than one leasehold mortgagee shall request a new lease pursuant to Section 9.3(e)(i), Landlord shall enter into such new lease with the leasehold mortgagee (or with the nominee or designee of the leasehold mortgagee) lowest in order of priority of lien who (i) cures all defaults under all prior leasehold mortgages, (ii) delivers to Landlord certificates or letters from the holders of all prior leasehold mortgages which certify or state that no default then exists under such prior leasehold mortgages, and (iii) executes and delivers, at the time of the execution of such new lease, new mortgages to the holders of all prior leasehold mortgages, constituting a lien on this Lease, having the same terms and conditions, and securing the same amounts, as contained in such prior leasehold mortgages.

10.4. Definition, Merger, Cooperation. All references in this Lease to a "leasehold mortgage" or to a "leasehold mortgagee" shall be deemed to mean a mortgage of this Lease and the holder or holders thereof, respectively (and shall be deemed to include a deed of trust to secure an issue of bonds, notes or other obligations, and the trustee or trustees thereunder, respectively), and shall be deemed to include, as well, any valid replacements, extensions, renewals and consolidations and correlations of one or more such mortgages.

So long as any leasehold mortgage is in existence, unless the holders of all leasehold mortgages then existing shall otherwise expressly consent in writing, the leasehold estate created by this Lease shall not merge but shall remain separate and distinct notwithstanding the acquisition of both leasehold interests by Landlord or by Tenant or by a third party, by purchase or otherwise. No acceptance by Landlord of a voluntary surrender of this Lease shall be binding upon any leasehold mortgagee without its written consent; however, the exercise by Landlord or Tenant of any right of cancellation or termination pursuant to the terms of

this Lease shall not be deemed a "voluntary surrender," nor shall anything herein require that Landlord obtain the consent of each leasehold mortgagee before commencing any action or proceeding based upon a default hereunder by Tenant.

If Tenant seeks to mortgage its leasehold interest, Landlord agrees to amend this Lease from time to time to the extent reasonably requested provided such amendments do not in Landlord's sole judgment materially and adversely affect the rights of Landlord hereunder and any expenses incurred in connection with any such amendment shall be paid by Tenant.

11. Utilities. Tenant shall install and pay for all public and private utility services, including but not limited to water, sewer, gas and electric, used or consumed on or in connection with the Premises and/or the Improvements.

12. Indemnity. Tenant shall protect, indemnify and save and keep Landlord forever harmless against and from any cost, loss, damage, penalty or expense (i) imposed for any violation of law or ordinance, whether occasioned by Tenant or those holding under Tenant, (ii) arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease; (iii) arising from the conduct or management of the Premises and/or the Improvements or from work performed thereon or therein; (iv) arising from any negligent act or omission of Tenant, or any occupant of the Premises or any part thereof, or of its or their agents, contractors, servants, employees, invitees or licensees; or (v) arising from any accident, injury or damage whatsoever caused to person or property occurring during the Term on or about the Premises and/or the Improvements, in each case unless caused by Landlord's sole negligence. Tenant shall defend Landlord at Tenant's cost against any of the foregoing by counsel selected by Tenant and approved by Landlord if Landlord so elects, or Landlord may select its own counsel. Landlord shall promptly notify Tenant of any of the foregoing known to Landlord, but the failure of Landlord so to do shall not impair the obligations of Tenant hereunder.

13. Access to Premises. Tenant shall permit Landlord or Landlord's agents to inspect or examine the Premises and the Improvements at any reasonable time and permit Landlord to make (but without obligation to make) such repairs to the Premises and the Improvements as Landlord may deem necessary for preservation thereof and which Tenant has failed so to make without the same being construed as an eviction of Tenant in whole or in part, and the Rental shall in no wise abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work. Landlord shall have the right to enter upon the Premises at any reasonable time and from time to time during the term of this Lease for the purpose of exhibiting the same to prospective purchasers and lenders.

14. Tenant's Property. All equipment and other personal property placed or installed in or on the Premises and/or the Improvements by Tenant and designed for and used in the conduct of the business of Tenant in the Premises and/or the Improvements, shall at all times be and remain the property of Tenant.

15. Condemnation of the Premises.

15.1. General. If the Premises and/or the Improvements or any part thereof shall be taken or condemned either permanently or temporarily for any public use or purpose by any competent authority in condemnation proceedings or by any right of eminent domain, the entire compensation award thereof, both leasehold and reversion, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its rights, title and interest to any such award; provided, however, that Tenant shall be entitled to any award made in any such condemnation proceedings for business relocation and/or moving expenses. Notwithstanding the foregoing, in the situation referred to in this paragraph 15.1, the compensation award for the Improvements provided by Tenant shall be prorated between Landlord and Tenant on the basis of the Landlord being entitled to that portion of the award for such Improvements provided by Tenant that bears the same percentage to the award as the expired portion of the Term of this Lease, bears to the total Term of this Lease and Tenant shall be entitled to the remainder of the award.

15.2. Substantial Taking. If substantially all of the Premises and the Improvements shall be taken as aforesaid, then this Lease, at Landlord's sole option, shall terminate and shall become null and void from the time possession thereto is required for public use, and from that date the parties hereto shall be released from all further obligations hereunder. In such case as provided in this Section 15.2, the condemnation award shall be distributed as between Landlord and Tenant as provided in Section 15.1 above.

15.3. Minimal Taking. If only a portion of the Premises and the Improvements shall be so taken or condemned, so that Landlord does not terminate this Lease, Landlord shall use the net proceeds of such condemnation to the extent required to repair and restore the portion of the Improvements not affected by the taking and this Lease shall continue in full force and effect except that the Rental shall be proportionately reduced.

16. Damage or Destruction. If, during the Term, the Improvements or any other improvements to the Land Area are damaged or destroyed (the "Damaged Improvements"), Landlord shall promptly and with due diligence repair, restore or rebuild the Damaged Improvements. During the period of such repair, restoration or rebuilding, rentals shall not abate in any manner whatsoever. If Landlord does not diligently proceed to repair, restore or rebuild the Damaged

Improvements after such damage or destruction, Tenant may, as its sole remedy and upon sixty (60) days prior written notice to Landlord, terminate this Lease.

17. Default and Remedies.

17.1. If any of the following events of default (an "Event of Default") occurs, that is, if:

- a. Tenant fails, neglects or refuses to pay any Rental or sums payable hereunder as Rental at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof; or
- b. Tenant abandons or vacates the Premises or the Improvements or commits waste thereon, or any execution is issued against a substantial part of Tenant's assets, or bankruptcy, receivership or insolvency proceedings are instituted by or against Tenant (if involuntary, Tenant shall have sixty (60) days to stay, dismiss or discharge) or an assignment is made by Tenant for the benefit of creditors, or Tenant fails, neglects or refuses to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by it, and in the event any such failure, neglect or refusal shall continue for a period of more than 30 days after notice thereof is given in writing to Tenant by Landlord, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within such thirty (30) day period and is diligently prosecuting such case to completion or has taken the proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with the Premises by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be;

then the entire Rental (discounted to its present value using the then current Prime Rate) for the balance of the Term of this Lease then in effect shall at Landlord's option at once become due and payable as if by the terms of this Lease it is payable in advance,

and Tenant hereby authorizes and fully empowers Landlord to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately, without any previous notice of intention to re-enter, and to remove all persons and their property therefrom, and to use such methods in effecting and perfecting such removal of Tenant as may be necessary or advisable to recover at once first and exclusive possession of the Premises, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Landlord, in which event this Lease shall terminate and Tenant shall indemnify Landlord against all unavoidable loss or rent which Landlord may incur by reason of such termination during the residue of the Term of this Lease.

Landlord may, however, at its option at any time and after such Event of Default, re-enter and take possession of the Premises without such re-entry working a forfeiture of the Rentals to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the Term of this Lease. In such event Landlord shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Landlord may determine and to lease or let the same or portions hereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such periods of time and as such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of other necessary expenses of Landlord in connection with such reletting. The balance, if any, shall be applied by Landlord from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may seem desirable from time to time, without being obligated to await the end of the Term for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Landlord's account as aforesaid shall be paid to Tenant, with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease, and the giving of such notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of the Lease and the obligation hereunder on the part of either party to the other.

18. Surrender; Hold Over.

18.1. Termination. This Lease shall expire on the Termination Date without the necessity of any notice from Landlord. Tenant hereby waives notice to vacate or quit the Premises and the

Improvements on the Termination Date and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises and the Improvements from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises and the Improvements as aforesaid, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. For the period of twelve (12) months prior to the expiration of the Term, Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

18.2. Surrender. Tenant shall deliver up and surrender to Landlord possession of the Premises and the Improvements (including title to the Improvements free and clear of all encumbrances) upon the Termination Date or upon the earlier termination of this Lease, broom clean and in good condition and repair, damage by insured casualty excepted. Tenant hereby waives any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

18.3. Hold Over. If Tenant shall remain in possession of the Premises after the expiration of the Term of this Lease, without the Lease being extended further pursuant to its terms, then Tenant shall, in addition to the remedies set forth in Section 17.1 and 17.2 above, be deemed a Tenant of the Premises from month to month at double the Rental due for the previous twelve months divided by twelve and subject to all of the terms and provisions hereof, except only as to the Term of this Lease.

19. Quiet Enjoyment. If Tenant pays the Rental and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall, at all times during the term of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as may otherwise be provided in this Lease.

20. Notices. All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given as of the date of mailing if sent by postage prepaid, first class, United States registered or certified mail, return receipt requested, to each of the parties at the following places, or to such other places as either party hereto may for itself designate in writing from time to time for the purpose of receiving notices hereunder:

LANDLORD:

GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Stephen I. Burr, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

TENANT:

NEW BOSTON GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Robert L. Caporale, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

21. Entire Agreement. This Lease constitutes and contains the entire and only agreement between the parties, and supersedes and cancels any and all pre-existing agreements and understandings between the parties, relating to the subject matter hereof. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by either party.

22. Limitation and Limited Liability of Landlord and Tenant.

22.1. Definition of Landlord. Notwithstanding the provisions hereof, the term "Landlord" as used in this Lease means only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of Landlord's interest to a party assuming Landlord's obligations hereunder Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder during the period it is the holder of Landlord's interest hereunder.

22.2. Landlord's Liability. Tenant acknowledges and agrees that Landlord's liability under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's other assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit Landlord's personal liability in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Tenant by law or under this Lease.

22.3. Tenant's Liability. Landlord acknowledges and agrees that Tenant's liability under this Lease shall be limited to its interest in this Lease and any judgments rendered against Tenant shall be satisfied solely out of the proceeds of sale of its interest in this Lease. No personal judgment shall lie against Tenant upon extinguishment of its rights in this Lease and any judgment so rendered shall not give rise to any right of execution or levy against Tenant's other assets. The provisions hereof shall inure to Tenant's successors and assigns including any leasehold mortgagee of Tenant. The foregoing provisions are not intended to relieve Tenant from the performance of any of Tenant's obligations under this Lease, but only to limit Tenant's personal liability in case of recovery of a judgment against Tenant; nor shall the foregoing be deemed to limit Landlord's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Landlord by law or under this Lease.

23. Force Majeure. Neither party hereto shall be liable to the other and shall not be in default under this Lease in any manner by reason of delay in performance of any covenant or condition in this Lease (other than the covenant to pay Rentals in a timely manner), if any such delay is caused by present or future governmental regulations, restrictions, strikes, lockouts, unusual unavailability of materials or labor, severe adverse weather conditions, or by any other reason or reasons, whether similar or not to the foregoing, which delays are beyond the reasonable control of the party causing such delay, provided that such party shall use its best efforts to overcome the same.

24. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

25. Separability. If any term or provision of this Lease, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. Cumulative Remedies, Non-Waiver. The specified remedies to which Tenant or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Tenant or Tenant may be lawfully entitled in case of any breach by Tenant or Tenant of any provision of this Lease. Failure of Tenant or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Tenant of one or more Rental payments with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Tenant. In addition to the other remedies provided in this Lease,

Tenant or Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease. Nothing in this Lease shall give either party the right to terminate this Lease except as otherwise specifically set forth in this Lease.

27. Amendments. Except as otherwise provided herein, this Lease may be amended, modified, renewed, extended, canceled or terminated only by a written instrument duly executed by both of the parties hereto.

28. Provisions Construed As Covenants. All the provisions of this Lease, insofar as they are applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited.

29. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, nevertheless, to the restrictions on assignment by Tenant as set forth in this Lease and other restrictions and reservations of this Lease.

30. Mechanics' Liens.

30.1. In General. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanics' or other lien shall at any time be filed against the Premises by reason of work, labor, service or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Tenant. If Tenant fails to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy, Tenant may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Tenant including reasonable attorneys' fees incurred by Tenant either defending against such lien or in procuring the discharge of such lien, together, with interest thereon at the Default Rate, shall be due and payable by Tenant to Tenant as Additional Rental.

30.2. Lien Waivers. Prior to the commencement of any construction, repair or restoration of the Premises or the Improvements pursuant to work which in the aggregate shall exceed a cost of \$50,000.00, Tenant shall obtain from the general contractor for such work a lien waiver in form acceptable to Tenant. Such lien waiver shall be duly filed in the county where the Premises are located.

31. Hazardous Substances. Tenant has not used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises any Hazardous Substance and has no actual knowledge that any Hazardous Substance has heretofore been used, stored, generated, emitted, discharged, released or disposed of, on, in or from the

Premises by parties other than Tenant. Tenant shall not cause, permit or allow any Hazardous Substance to be used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises by Tenant, Tenant's agents, employees, contractors, invitees or any other person or entity, except in accordance with and as permitted by applicable Environmental Laws. Tenant shall comply with all Environmental Laws governing or relating to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances with respect to the use and occupancy of the Premises or the condition thereof. Without limitation of the foregoing, if Tenant causes, permits or allows the emission, discharge, release, threatened release or disposal of any Hazardous Substance from, on or in the Premises (hereinafter the "Contamination"), which Contamination is in violation of Environmental Laws, the Tenant shall promptly, at its sole cost and expense, take any and all actions necessary to remediate and/or remove the Contamination and to comply with the Environmental Laws.

Tenant shall defend, indemnify and hold Tenant harmless from and against all claims, damages, remedial or removal actions or obligations, fines, judgments, liens, penalties, costs, expenses, diminished property value, lost or diminished rental revenue, liabilities or losses of any kind asserted against, or suffered or incurred by, Tenant and/or Tenant resulting directly or indirectly from the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises, provided, however, that Tenant's indemnity hereunder shall extend only to the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises occurring on or after the Commencement Date, which Hazardous Substances did not exist on, in or from the Premises prior to the Commencement Date. The provisions of the foregoing sentence shall survive the termination of this Lease.

As used herein, the term "Hazardous Substance" or "Hazardous Substances", shall mean any and all substances or materials which are defined as or listed as "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "hazardous air pollutants", "toxic pollutants", "pollutants", and/or "contaminants" as those terms are used, defined or listed under any Environmental Laws. As used herein the term "Hazardous Substance" shall also include any petroleum product, including gasoline, diesel fuel, motor oil and waste oil.

As used herein the term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule, order, regulation, injunction, writ or decree now or hereafter existing which governs or otherwise relates to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances, including, without limitation, the Resource, Conservation and Recovery Act, the Comprehensive Environmental Response

Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act.

32. Insurance.

32.1. Property Insurance. Tenant shall maintain an all-risk policy covering the Improvements against loss by fire, including extended coverage, and such other hazards as are typically insured from time to time by prudent owners of sports and entertainment complexes in the Eastern United States, in amounts at least equal to the full replacement value thereof (without offset for depreciation, but excluding the cost of excavation and foundations). Such policy of insurance shall name Landlord (and Landlord's leasehold mortgagees of which Tenant has received notice) as additional insured parties, as their respective interests may appear.

32.2. Liability Insurance. Landlord and Tenant shall each maintain a policy of comprehensive general liability insurance, insuring against claims for bodily injury or property damage incurring in or about the Premises, with a combined single limit per exposure for bodily injury and property damage, plus excess liability coverage, in such amounts as are typically carried from time to time by prudent owners of sports and entertainment complexes in the Eastern United States. Each such policy of insurance shall name the other party (and its mortgagees of which the insuring party has received notice) as additional insured parties.

32.3. Additional Insurance Provisions. Each policy of insurance carried by, Landlord or Tenant pursuant to Sections 33.1. or 33.2., above, shall provide for thirty (30) day advance written notice to other party and its mortgagees of which the insuring party has received notice of any proposed cancellation or material modification of the policy or any part thereof. Each party shall deliver to the other party a copy of each policy of insurance maintained by it pursuant to Section 33.1. or 33.2., above, at least twenty (20) days prior to the expiration of any such policy, a copy of a renewal policy.

32.4. Waiver of Subrogation. To the full extent of any available insurance coverage, neither Tenant nor Landlord shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liable for personal injury, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

33. Estoppel Certificate. At any time and from time to time, within ten (10) days after either party shall request the same, Tenant or Landlord will execute, acknowledge and deliver to the other and to such mortgagee or other party as may be designated, a certificate in acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance

of obligations of the parties hereunder as may be reasonably requested. If a party fails to provide such certificate within ten (10) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted and the requesting party is hereby authorized to so certify.

34. Memorandum of Lease; Transfer Taxes. The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant whether in connection with recording or otherwise payable and arising under this Lease. In the event of termination of this Lease, within thirty (30) days after written request from Tenant, Tenant agrees to execute, acknowledge and deliver to Tenant an agreement removing such short form or memorandum of lease from record. If Tenant fails to execute such agreement within such thirty (30) day period or fails to notify Tenant within such thirty (30) day period of its reasons for refusing to execute such agreement, Tenant is hereby authorized to execute and record such agreement removing the short form or memorandum of lease from record. This provision shall survive any termination of this Lease.

35. Sale, Attornment. Upon any sale or other transfer by Tenant of its interest in the Premises, Tenant shall be relieved of any obligations under this Lease occurring thereafter and the transferee shall be substituted in place thereof. If any person shall succeed to all or part of Tenant's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

36. Article and Section and Paragraph Captions. The Article and Section and Paragraph captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

37. Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

38. No Joint Venture or Partnership. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

39. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

40. No Third Party Beneficiaries. Neither this Lease nor any article or section hereof creates or is intended to create any third party beneficiary rights in any person or entity.

41. Incorporation of Recitals. The recitals contained in this Lease are incorporated herein by this reference.

42. Arbitration. If, during the Term, there arises any matter or dispute between the parties under this Lease which the parties are unable to resolve to their mutual satisfaction and such unresolved matter or dispute continues for a period of thirty (30) days, then either party may submit such matter or dispute to arbitration according to the provisions of this Section 43.1; provided, however, if the parties agree thereto, such unresolved matter or dispute may be submitted to arbitration at any time without waiting for the passage of thirty (30) days. Within fifteen (15) days after giving of notice by one party to the other that it desires arbitration, two (2) arbitrators shall be chosen, one (1) by Tenant, and one (1) by Tenant, and within ten (10) days thereafter a third arbitrator shall be selected by the two (2) thus chosen. If either of the parties hereto fail to make such choice within the time herein provided then the party not in default in selecting an arbitrator, or either party, in the event that two (2) arbitrators so chosen shall have failed to select a third, may upon five (5) days' notice to the other party, request the American Arbitration Association, pursuant to the usual procedure of that organization in such cases, to choose an arbitrator or arbitrators to complete the panel of three (3) arbitrators. Should the American Arbitration Association fail or refuse to make such appointment, the same shall be made in accordance with the prevailing provisions of laws relating to arbitration of the Commonwealth of Massachusetts. The three (3) arbitrators, when duly appointed, shall investigate the facts, shall hold hearings and permit the parties to present evidence and arguments thereto, and shall render a decision by majority vote within thirty (30) days after the date upon which the last arbitrator is appointed, which decision shall be final and binding upon the parties hereto. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. If the arbitrators shall fail to render a decision within such thirty (30) day period, then either party shall have the right to institute such action or proceeding in such court as shall be appropriate in the circumstances. The arbitrators shall determine in what proportion the parties hereto shall bear the cost of such arbitration, except that each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of it and one-half (1/2) of the fees and expenses of the third arbitrator, if any. In determining

any question, matter or dispute before them, the arbitrators shall apply the provisions of this Lease without varying therefrom in any respect.

WITNESS the due execution hereof.

Landlord:

ATTEST:

GARDEN CORPORATION

By: _____
Secretary President

[Corporate Seal]

Tenant:

ATTEST:

NEW BOSTON GARDEN CORPORATION

By: _____
Secretary President

[Corporate Seal]

EXHIBIT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

- SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;
- SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;
- NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.
- NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;
- NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;
- SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;
- NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

- SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.
- SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;
- SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;

SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,

NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

DRAFT REGULATORY AGREEMENT

(Including Incorporation herein of Appendix G1:
Minimum Standards for Financing, Construction,
Maintenance and Management of the Project Under
Chapter 121A of the Massachusetts General Laws, as Amended)

APPENDIX G

Draft Regulatory Agreement

Contract Between Garden Corporation, the New Boston
Garden Development Corporation and the
Boston Redevelopment Authority
Chapter 121A of the Massachusetts General Laws

This Regulatory Agreement (the "Agreement") made this _____ day of _____, 1992, in connection with a Project approved to be developed under Chapter 121A of the General Laws of the Commonwealth of Massachusetts, is by and between Garden Corporation, a corporation formed under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "Owner"), the New Boston Garden Corporation, a corporation formed under the laws of the State of Delaware (hereinafter referred to as "NBGC"). NBGC and the Owner are hereinafter collectively referred to as the "Project Developers" and the Boston Redevelopment Authority is hereinafter called the "Authority".

WITNESSETH THAT:

WHEREAS, the Owner has caused to be filed with the Boston Redevelopment Authority (the "Authority") an application dated October 1, 1992 (the "Application") under the provisions of said Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960, both as amended (collectively, "Chapter 121A", or if a specific statutory provision is referenced, respectively "Chapter 121A" or "Chapter 652"), for approval of a project (the "Project"),

more particularly described in the Application, including, but not limited to, acquisition of all or a portion of the Project Site (as defined in the Application); and construction of the New Building (as defined in the Application); and

WHEREAS, the Project was approved by the Authority by vote on October 22, 1992, adopting a certain Report and Decision on the Project (the "Report and Decision"); and

WHEREAS, the Mayor of the City approved the Authority's vote on _____, 1992; and

WHEREAS, the vote of the Authority and the approval of the Mayor of the City were filed with the office of the City Clerk on _____, 1992, and such approval has become final and binding pursuant to the provisions of Chapter 121A (the "Approval"); and

WHEREAS, the Authority is requiring the the Project Developers to enter into a Regulatory Agreement with the Authority; and

NOW, THEREFORE, the Project Developers agree by this Regulatory Agreement for themselves and their respective successors and assigns, with the Authority, as follows:

1. The Project Developers shall finance the Project as stated in the Application and the Report and Decision. Subject to the presently existing provisions of Chapter 121A and so long as Chapter 121A shall be applicable to the Project, any additional financing required in connection with the Project may be made without the approval of the Authority only if provided by (i) an

insurance company, bank or other recognized financial institution, (ii) any shareholder of the Project Developers, or (iii) the Commonwealth of Massachusetts, the City of Boston or any political subdivision thereof. All other financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the financing party or parties, which approval shall not be unreasonably withheld. Any rights of any lender that provides mortgage financing for the Project shall be subject to the provisions of Chapter 121A, Section 16A.

2. The Project Developers shall maintain accounts for the Project separate and apart from any other activities conducted by the Project Developers or their shareholders.

3. The Project Developers shall comply with the provisions contained in Section 8 of Chapter 121A relative to the inspection of buildings and enforcement of compliance with the rules and regulations applicable to the Project.

4. The Owner shall not dividend to its shareholder, while this Agreement is in force, net income from the Project in excess of amounts it is permitted to so dividend pursuant to Chapter 121A. Nothing contained in this paragraph, however, shall be applicable to the distribution of profits from the sale of capital assets or further shares of the Owner or the refinancing of any loan secured by the Project.

5. In consideration of the exemption of the Owner and all its real and personal property from taxation and from betterments and special assessments and from the payment of any

tax, excise or assessment to or for the Commonwealth or any of its political subdivisions, the Owner will pay the excises with respect to the Project agreed upon between the parties as set forth in a certain 6A Contract dated _____, 1992 between the Owner and the City of Boston (the "6A Contract").

6. This Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the Owner under Chapter 121A terminates. Neither the Project nor the Owner shall thereafter be subject to the obligations of Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Agreement as provided for in Chapter 121A.

7. This Agreement shall be binding upon and the benefits hereunder shall inure to the Owner, its legal representatives, successors in office or interest and assigns. The obligations of the Authority hereunder shall be binding upon its successors for the benefit of the Owner and its successors and assigns in title to the Project.

8. Subject to the provisions of Subsection 1(d) of the Application and the comparable provision in the Report and Decision as to sale and/or removal of portions of the Project Site, and the provisions of the Application and Report and Decision approving the proposed mortgage financing for the Project, the Owner hereby covenants with and agrees with the Authority that it will not voluntarily transfer, assign, convey or sell or in any manner

hypothecate its interest in the Project prior to the date on which the property tax exemption provided to the Applicant under Chapter 121A terminates, without the express written consent and approval of the Authority. The written consent and approval of the Authority, whenever required by the terms of this Agreement or the Approval, shall not be unreasonably delayed or withheld. As a condition to any such transfer of the Project or interest in the Project, the Owner will cause such transferee(s) or assignees(s) to enter into a written agreement in form and content reasonably satisfactory to the Authority, wherein such transferee(s) or assignees(s) agree to assume and/or be bound by terms and conditions substantially the same as are in this Agreement.

9. Any transferee(s) or person(s) or entities succeeding to the rights and obligations and interests of the Project Developers in the Project by operation of law, or insolvency or otherwise shall, at the option of the Authority, be deemed to have consented and agreed to be bound by the terms, covenants and conditions of this Agreement.

10. The Project Developers shall generally follow the timetable set forth in the approved Application. Subject to the provisions of Paragraph 20 hereof, if the Project varies from such timetable by more than two (2) years, the Authority reserves the right to rescind the Project approval in the event an extension has not been requested and approved.

11. Upon the Completion Date, the Authority shall promptly inspect the New Building to determine if it has been built

substantially in accordance with the Chapter 121A submission and approval. Certification evidencing compliance with Chapter 121A approval shall be filed with the Clerk of the City of Boston by the Authority.

12. The Project Developers agree that they will (1) maintain full and accurate accounts, records and books relative to the Project in accordance with generally accepted accounting principles and in such detail as the Authority may reasonably prescribe; (2) grant to the employees or representatives of the Authority at all times during normal business hours access to the Project and to such of its accounts, records, and books as are related to the Project Developers' obligations under this Agreement or Chapter 121A upon reasonable prior notice by the Authority to the Project Developers; (3) permit said Authority or the City of Boston, or any of their approved accountants or auditors, to make reasonable annual audits of such accounts and financial records, which such accounts and financial records shall at all times be available in the Commonwealth of Massachusetts; and (4) furnish to the Authority such financial, operating, statistical and other reports, records, statements and documents as are related to the Project on a uniform and consistent basis as may be periodically or on a one-time basis reasonably required by the Authority and copies of contracts entered into by the Project Developers or other documents in the possession of the Project Developers as are related to the Project as the Authority may from time to time reasonably require in connection with the Project Developers'

obligations under this Agreement or Chapter 121A.

13. All notices required or permitted pursuant to this Agreement shall be in writing and delivered by hand or mailed postage prepaid, by registered or certified mail, addressed in the case of the Authority to One City Hall Square, Boston, Massachusetts, and in the case of the Owner c/o Delaware North Companies, Incorporated, One Delaware North Place, 438 Main Street, Buffalo, New York 14202, Attn: General Counsel, with a copy to Messrs. Eckert Seamans Cherin & Mellott, One International Place, Boston, MA 02110, Attn: Stephen I. Burr, Esq., and in the case of either party to such other address as shall be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand or, if so mailed, two (2) days after such notice is deposited with the U.S. Postal Service.

14. The Project Developers shall cause the Project to conform to the terms and conditions of the Application, Chapter 121A, zoning, building, health, and fire laws, codes, ordinances and regulations in effect in the City of Boston, except to the extent that the same may have been or may be duly varied or deviation has been or may be granted. Compliance by the Project Developers with building laws, codes, ordinances and regulations in the City of Boston as the same may have been or may be duly varied or deviation has been or may be granted shall be determined by the Inspectional Services Department of the City of Boston, or any successor department or agency ("ISD"), and the issuance by ISD of

one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

15. The Project Developers agree to abide by the provisions of, and perform all of the obligations of the Project Developers as set forth in (i) the Development Impact Project Plan approved by the Authority for the Project (the "Development Plan"), and (ii) the Development Impact Project Agreement (the "DIP Agreement") (including Provisions for the Jobs Contribution Grant between the Authority and the Project Developers), as if said Development Plan and DIP Agreement were fully set forth herein. Nothing stated herein shall be deemed to expand the total obligations set forth in the Development Plan and the DIP Agreement.

16. The Project Developers may operate, manage and maintain the Project or employ or contract with one or more parties to operate, manage and maintain the Project, or any portion thereof, pursuant to an operating lease, management agreement or other agreement. The Project Developers may enter into any operating lease, management agreement or other agreement with an affiliate or affiliates of the Project Developers. Any such party under an operating lease, management agreement or other agreement will in no event be subject to the provisions of Chapter 121A or of this Agreement.

17. All material changes, deviations, alterations, or additions in or to the Project are subject to review and approval

by the Authority.

18. The Project Developers shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the property or any improvement thereon is restricted upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease or occupancy thereof.

19. The Project Developers shall comply with all state and local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of property.

20. Notwithstanding anything to the contrary herein contained, the Project Developers shall not be considered in breach of or in default of their obligations under this Agreement in the event of enforced delay in the performance of such obligations due to causes beyond its control, including, without limitation, acts of God, acts of the public enemy, acts of the government, riots, civil commotion, rebellion, insurrection, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and/or unusually severe weather or delays of contractors or subcontractors. In the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay.

21. The obligations of the Project Developers under this Agreement, the Application and the Report and Decision are conditioned in all respects upon (i) the acquisition of the Project Site by the Owner and the issuance of all permissions, variances,

permits and licenses which may be required with respect to the construction maintenance and management of the Project, whether or not the same were specified in the Application, and upon (ii) the appropriate agency or authority within the City certifying in a timely way to the appropriate authorities of the Commonwealth of Massachusetts (A) the "fair cash value" of all real and personal property included within the Project to be not more than the amounts set forth in Section 3 of the proposed form of 6A Contract, and (B) the "gross income" of the Owner to be not more than the amounts set forth in Section 5 of the proposed form of 6A Contract, and upon (iii) the sum of the Excise Tax and the Differential (as defined in the Section 6A Contract) never exceeding in any calendar year the lesser of (A) the amounts set forth in subsection 2(c) of the Section 6A Contract for such calendar year, or (B) the taxes which the Owner would be required to pay on the entire Project for such calendar year pursuant to Mass. G.L. c. 59, and upon (iv) the Project Developers and the Authority entering into the Regulatory Agreements and any other additional agreements attached to the Application substantially in the form so attached, and such agreements remaining in full force and effect, including without limitation as to the amount and method of payment of any linkage obligations as set forth in such draft Regulatory Agreements. The Project Developers shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Project, or otherwise, by reason of scarcity of materials or labor, labor difficulties, damage by fire or other casualty or any other

cause beyond the Project Developers' reasonable control. If any of the foregoing conditions are not met at any time during the term of the Owner's designation under Chapter 121A pursuant to the Application and during the term of this Agreement, in addition to the right to seek termination of the designation pursuant to subsection 10(d) of the Application and the comparable provision in the Report and Decision, the Project Developers shall have such remedies as are available at law or in equity, including a right to bring an action for mandamus or specific performance to ensure that no such breach continues to exist. If notwithstanding such remedies the Owner is ever required to pay sums in lieu of property taxes in excess of the sums contemplated by the proposed 6A Contract, the Owner shall have the right to offset any such excess payments against any other sums payable by the Owner to the City in respect of such 6A Contract.

22. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The liability of the Project Developers hereunder or their successors or assigns (including, without limitation, mortgagees) shall be limited solely to the assets and property of the Project Developers with respect to the Project, and no shareholder, officer, director or the like of the Project Developers, from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal liability hereunder.

23. Capitalized terms not otherwise set forth herein shall

have the meanings set forth in the Application.

EXECUTED as a sealed instrument as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Paul Barrett, Director

CITY OF BOSTON

By: _____
Mayor

By: _____
Commissioner of Assessing

NEW BOSTON GARDEN CORPORATION

By: _____
Name: _____
Title: _____

GARDEN CORPORATION

By: _____
Name: _____
Title: _____

Approved as to form:

Chief General Counsel
Boston Redevelopment Authority

APPENDIX G1

Minimum Standards for Financing, Construction, Maintenance and Management of the Project Under Chapter 121A of the Massachusetts General Laws, as Amended

1. Financing. The construction and long-term financing of the cost of the Project shall be in accordance with the provisions of the Application. Subject to the presently existing provisions of Chapter 121A, any additional future financing required in connection with the Project may be made without the approval of the Authority if provided by (i) an insurance company, bank or other recognized financial institution, (ii) either Project Developer or any shareholder of the Project Developers, or (iii) the Commonwealth of Massachusetts, the City of Boston or any political subdivision thereof. All such other future financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the financing party or parties, which approval shall not be unreasonably withheld. The rights of any lender that provides mortgage financing to the Project shall be subject to the provisions of Chapter 121A, Section 16A.

2. Construction. The Project Developers shall cause the New Building to conform to the Application, the Report and Decision, the Regulatory Agreements and all zoning, building,

health and fire laws, codes, ordinances and regulations in effect in the City of Boston, except to the extent that the same may have been or may be duly varied or deviation has been or may be granted. The determination of whether or not the construction complies with building laws, codes, ordinances and regulations as the same may have been or may be varied or deviation has been or may be granted shall be determined by the Inspectional Services Department of the City of Boston, or any successor department or agency ("ISD"), and the issuance by ISD of one or more certificates of occupancy or equivalent documents shall be treated as conclusive evidence of compliance of construction with said laws, codes, ordinances and regulations.

3. Maintenance. Upon completion of construction of the New Building, the Project Developers shall cause the New Building to be kept and maintained in good repair, order and condition and shall also cause to be kept in force hazard insurance relative to the New Building in commercially reasonable amounts.

4. Management. The Project Developers may manage the Project or employ or contract with one or more affiliates or independent contractors to undertake such management of the Project in whole or as to any portion.

5. Accounting.

A. Maintenance of Accounting Records. The Owner shall keep and maintain at all times during the period of tax exemption under Chapter 121A accounting records in accordance with generally accepted accounting principles in which shall be recorded all sums from time to time invested in the Project or comprising any part of the cost thereof (as hereinafter defined) and all information necessary for the computation of (i) the excise payments on the gross income of the Owner required by Section 10 of Chapter 121A, (ii) the payments which are required to be made under the contract with the City of Boston entered into pursuant to Section 6A of Chapter 121A and under the provisions of Sections 10, 15 and 18C of Chapter 121A as heretofore amended, and (iii) the amounts which the shareholder of the Owner shall be entitled to receive and accept as a dividend from the Owner pursuant to Chapter 121A. Within one hundred twenty (120) days after the end of each calendar year, the Owner shall submit to the Authority a statement for such preceding calendar year certified by a duly authorized representative of the Owner giving in reasonable detail the information necessary for the computation of the foregoing items and computing the same. The Authority shall at reasonable times be permitted to examine and audit all such accounting records.

B. Definitions

For purposes of the computation required by Sections 10, 15 and 18C of Chapter 121A of the General Laws as now in effect, "gross income" and "gross receipts" shall be considered

synonymous and shall be deemed to include only such sums as are contemplated by Section 5 of the proposed form of 6A Contract appended to the Application.

D

The Commonwealth of Massachusetts

OFFICE OF THE SECRETARY OF THE TREASURY
100 STATE STREET, ROOM 1200
BOSTON, MASSACHUSETTS 02109

COPY

ARTICLES OF ORGANIZATION

FOR THE YEAR 1990

ARTICLE I

NAME OF THE CORPORATION

121A ENTITY AGREEMENT

ARTICLE II

The purpose of the corporation is to engage in the following business:

To use and cause real estate to be used and about all power necessary or convenient to effect any or all of the purposes for which a corporation may be formed.

121A ENTITY AGREEMENT

SECRETARY OF
THE COMMONWEALTH OF
MASSACHUSETTS
JAN 27 1990 10 10 AM
COMMERCIAL RECORDS

00000

D

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE
MICHAEL JOSEPH CONNOLLY, Secretary
ONE ASHBURTON PLACE, BOSTON, MASSACHUSETTS 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

ARTICLE I

The name of the corporation is:

GARDEN CORPORATION

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

To own and lease real estate and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which a corporation may be formed.

SECRETARY OF
THE COMMONWEALTH
1992 SEP 29 PM 2:33
CORPORATION DIVISION

COPY

Examiner

Name
Approved

C ☐
P ☐
M ☐
R.A. ☐

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch. Additions to more than one article may be continued on a single sheet so long as each article requiring additions is clearly indicated.

ARTICLE III

The type and classes of stock and the total number of shares and par value, if any, of each type and class of stock which the corporation is authorized to issue is as follows:

WITHOUT PAR VALUE STOCKS

TYPE	NUMBER OF SHARES
COMMON:	None
PREFERRED:	None

WITH PAR VALUE STOCKS

TYPE	NUMBER OF SHARES	PAR VALUE
COMMON:	1,000	\$1.00/share
PREFERRED:	None	--

ARTICLE IV

If more than one type, class or series is authorized, a description of each with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each type and class thereof and any series now established.

N/A

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

None; however, shares of stock of the corporation may be subjected to restrictions on the transfer thereof under duly adopted by-law provision and/or under any agreement to which the corporation shall be a party.

ARTICLE VI

Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders: (If there are no provisions state "None".)

None

Note: The preceding six (6) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE VII

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

The information contained in ARTICLE VIII is NOT a PERMANENT part of the Articles of Organization and may be changed ONLY by filing the appropriate form provided therefor.

ARTICLE VIII

a. The street address of the corporation IN MASSACHUSETTS is: (post office boxes are not acceptable)

150 Causeway Street, Boston, MA 02110

b. The name, residence and post office address (if different) of the directors and officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Lawrence C. Moulter	223 Central Avenue, Milton, MA	02186
Vice President/ Treasurer:	G. Gail Edwards	403 Morgan Drive, Lewiston, NY	14092
Clerk:	Janice R. Trybus	6288 Everwood Court, South, East Amhurst, NY	14051
Directors:	Lawrence C. Moulter	see above	
	Janice R. Trybus	see above	

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: December

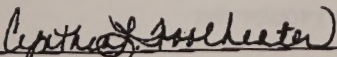
d. The name and BUSINESS address of the RESIDENT AGENT of the corporation, if any, is:

~~The xFrank xHall xCorporation xSystem xxx Inc xxx~~ CT Corporation System
~~84 xState xStreet xxx Boston xxx Massachusetts xxx 02100~~ 2 Oliver Street
Boston, MA 02110

ARTICLE IX

By-laws of the corporation have been duly adopted and the president, treasurer, clerk and directors whose names are set forth above, have been duly elected.

IN WITNESS WHEREOF and under the pains and penalties of perjury, I, ~~the~~ ^{sole} whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) ARE CLEARLY TYPED OR PRINTED beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Laws Chapter 156B and do hereby sign these Articles of Organization as incorporator(s) this 28th day of September 19 92


Cynthia L. Woolheater, Sole Incorporator
c/o Eckert Seamans Cherin & Mellott

600 Grant Street, 42nd Floor
Pittsburgh, PA 15219

NOTE: If an already-existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 19 ____.

Effective date

MICHAEL JOSEPH CONNOLLY
Secretary of State

FILING FEE: 1/10 of 1% of the total amount of the authorized capital stock, but not less than \$200.00. For the purpose of filing, shares of stock with a par value less than one dollar or no par stock shall be deemed to have a par value of one dollar per share.

PHOTOCOPY OF ARTICLES OF ORGANIZATION TO BE SENT

Ms. Cynthia L. Woolheater, Corporate Paralegal
Eckert Seamans Cherin & Mellott
600 Grant Street, 42nd Floor
Pittsburgh, PA 15219
Telephone: (412) 566-6192

APPENDIX I

Garden Corporation

Agreement Not to Dispose of Interests

The undersigned, pursuant to an Application dated October 1, 1992, (the "Application") to the Boston Redevelopment Authority (the "Authority") by Garden Corporation (the "Applicant") for approval of a Project under Chapter 121A of the General Laws and Chapter 652 of the Acts of 1960 (collectively, "Chapter 121A"), in consideration of the approval of the Application (the "Approval"), and in order to comply with the Rules and Regulations of the Authority relating to such Project, hereby covenants with the Authority that it will not, prior to the date on which the property tax exemption provided to the Applicant under Chapter 121A terminates, dispose of any interest in the Applicant, without first obtaining permission from the Authority to do so. The Director shall recommend to the Authority that it approve the disposal of any such interest if either of the following are then true: (i) Delaware North Companies, Incorporated shall retain a controlling interest in Garden Corporation, or (ii) a final Certificate of Occupancy for the New Building has been issued by the Inspectional Services Department for the City of Boston. Whether the Director recommends approval of such request or not, the Authority will act upon such request as soon as may be legally permissible and shall either (A) approve such disposal, or (B) terminate the designation and Approval of the Project, whereupon the undersigned may dispose of said interest but the Project shall no longer be subject to the burdens nor receive the benefits of Chapter 121A, Chapter 652 or the Approval.

Nothing herein shall prohibit a pledge or other transfer by way of security of the capital stock in the Applicant or of any interest in the Project, owned or held by the undersigned, incident to any loan made to finance the Project in whole or in part. In the event of such a pledge or transfer of such capital stock or other interest, the holder thereof (and any party claiming by, through or under such holder) shall, in accordance with Chapter 121A, upon its acquisition of the Project Site or any severable portion thereof, have the option of (1) holding the same subject to all the provisions of Chapter 121A and having all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (2) conveying or otherwise releasing its interest to a purchaser who agrees as part of the terms of conveyance or release to hold the same subject to all of the provisions of Chapter 121A and who shall thereby have all of the powers, rights, privileges, benefits and exemptions set forth in Chapter 121A; or (3) holding the Project Site or any severable portion thereof so acquired free from all restrictions and limitations imposed by Chapter 121A and

without any of the powers, rights, privileges, benefits and exemptions thereby conferred; or (4) conveying or otherwise releasing its interest in the Project Site or a severable portion thereof to a purchaser to be held by such purchaser free of all restrictions and limitations imposed by Chapter 121A and without any of the powers, rights privileges, benefits and exemptions thereby conferred.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement shall continue for a term commencing on the effective date of the Approval and shall terminate on the date on which the property tax exemption provided to the Applicant under Chapter 121A terminates.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Application and the Approval.

Executed as a sealed instrument as of this ____ day of _____, 1992.

DELAWARE NORTH COMPANIES, INCORPORATED

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

**Boston Redevelopment Authority,
By its Director**

DEVIATIONS REQUESTED

APPENDIX J

Deviations from Zoning Laws, Codes, Ordinances and Regulations Requested for the Project

The Applicant requests that the Authority grant permission for the Project to deviate from the following provisions of the Boston Zoning Code (the "Code"):

1. Article 11:

Section 11. 2. Exceptions to the signage provisions to the extent required to provide for signage to be approved in accordance with the Design Review Process to which the Project is subject, in accordance with Article 31 of the Code. Although signage design for the Project is not yet complete, it is anticipated that the final signage design will result in signs which do not conform with the requirements of this Section.

2. Articles 26, 26A and 26B:

a. An exception to allow payments to be made in accordance with a payment schedule and over a longer period of time than that set forth in the Code.

i) Section 26A-2(b) requires the Housing Contribution Grant to be made "to the Neighborhood Housing Trust in seven (7) equal, annual installments." The Developers will make the Housing Contribution Grant in thirty annual installments, the first ten years of which shall be in equal annual installments which are less than those to be made in equal annual installments for the remainder of the payment term, all as more particularly set forth in the Development Impact Project Plan attached to this Application as Exhibit E.

ii) Section 26B-2.3.a requires the Jobs Contribution Grant to be made "to the Neighborhood Jobs Trust in two (2) equal, annual installments." The Project Developers will make the Jobs Contribution Grant in thirty annual installments, the first ten years of which shall be in equal annual installments which are less than those to be made in equal annual installments for the remainder of the payment term, all as more particularly set forth in the Development Impact Project Plan attached to this Application as Exhibit E.

b. Recognition that, due to the complex inter-relationship

of the public/private use of the New Building, and the resultant difficulty in calculating gross square footage, the gross square footage of the Project for purposes of Articles 26, 26A and 26B shall be 516,667 square feet.

- c. In the event that the Authority has not approved a Development Impact Project Plan for the Project prior to the Authority's approval of the Application, an exception to allow for the granting of the deviations requested in this Appendix J prior to the Authority's approval of the Development Impact Project Plan.
- d. In the event that an agreement with the Authority to make a Development Impact Project Contribution and Jobs Contribution Grant (as defined in Sections 26A-2.3 and 26B-2.3 of the Code, respectively) for the Project has not been entered into prior to the Authority's approval of the Application, an exception to allow for the granting of the deviations requested in this Appendix J prior to the entry into such an agreement.

The relief requested under Articles 26, 26A and 26B conforms to the general plan for the City as a whole, and none of the requested relief will be injurious to the neighborhood or otherwise detrimental to the public welfare.

3. Article 39:

- a. Section 39-12.1. An exception from the requirement of the inclusion of day care facilities. The Code requires either creation of on-site day care facilities or the creation of such day care facilities in the vicinity of the Project. The New Building constitutes a replacement facility for the Existing Garden and, therefore, day care facilities will not be provided.
- b. Section 39-12.3(f). To the extent applicable, authorization to allow fast food restaurant uses. Sections 39-12.29(b) and (d) of the Code allow as a matter of right the Project to be used for concession services, private clubs serving members and guests, service or sale of food or drink for on-premises consumption. The term "concession services" is not defined in the Code. To the extent that any of the food and restaurant services proposed for the Project are not deemed to be a "concession service", for on-premises consumption, or otherwise allowed as a matter of right in Article 39-12.2, the Applicant seeks authorization of any such uses as a fast food restaurant use pursuant to Section 39-12.3(f) of the Code.

- c. Section 39-12.2(m). To the extent applicable, inclusion of pro shops or any other retail use as a permitted retail use. Section 39-12.2(m) of the Code allows the Project to be used for "general merchandise mart or other store serving the general retail business needs of a major part of the City...." To the extent that a pro shop or any other retail use to be located within the Project is not deemed to be a "concession service" or a general retail business of the sort contemplated above, the Applicant seeks authorization to conduct such uses within the Project as a retail use pursuant to Section 39.12.2(m) of the Code.
- d. Sections 39-13.1 - 39.13.3. Confirmation that the Project is not subject to these provisions (relating to street wall continuity, street wall height and setback requirements). Sections 39-13.1 through 39-13.3 of the Code sets forth certain street wall continuity, street wall height and setback requirements. The improvements to be constructed on the Project Site are to the rear of the Existing Garden. The Applicant requests confirmation from the Authority that improvements to be constructed as part of the Project do not front onto a block, and are therefore not subject to the street wall continuity, street wall height and setback requirements of these Sections, notwithstanding the subsequent demolition of the Existing Garden.

Enclosed with the two original Applications being submitted are the Project Notification Form and the DRAFT EIR/PIR for the New Boston Garden Development. It should be noted that the full DRAFT EIR/PIR was a six (6) volume submission, including in addition to the volume submitted herein, an Urban Design Component, an Historic Resources Component, Project Data, and two volumes of technical analysis. These volumes were submitted to the Boston Redevelopment Authority, together with full size architectural drawings, photographs of the site and the neighborhood, a complete site survey, a massing model, a development phasing plan, an arena study model, an exterior rendering, interior model photographs and full size design development documents. For purposes of the 121A submission only the main volume of the DRAFT EIR/PIR is included with the two original applications, as it contains the bulk of the information pertinent to this submission. Any of the above information is available upon request. Additionally, these materials do not contain evidence that a notice of intent has been published because that publication is not applicable in this instance.

STATEMENT REGARDING RELOCATION PLAN UNDER MASS. G.L.c.79A, AS AMENDED, SUBMITTED IN CONNECTION WITH AN APPLICATION TO THE BOSTON REDEVELOPMENT AUTHORITY FOR APPROVAL TO CARRY OUT THE PROJECT UNDER MASS. G.L.c.121A, AS AMENDED, AND ST. 1960, c.652.

The undersigned, Garden Corporation (the "Applicant") and the New Boston Garden Corporation ("NBGC"), are submitting this statement to the Boston Redevelopment Authority in connection with its Application for Approval of Garden Corporation to Undertake a Project in Boston, Massachusetts under Mass. G.L.c.121A, As Amended And St. 160, c.652 (the "Application") for purposes of undertaking and carrying out a Project. In connection with the Application, the Applicant is hereby submitting this Statement Regarding Relocation Plan for the Project under Massachusetts General Laws Chapter 79A, as amended (collectively, "Chapter 79A") and 760 CMR 27.00.

1. Description of Project.

After approval of the Project by the Boston Redevelopment Authority, the Applicant intends to assemble the Project Site, as described in the Application. The Project Site consists of land, including the Existing Garden Site and the New Building Site, each as defined in the Application. If the Project is approved, the anticipated commencement of construction is during the first quarter of calendar year 1993.

2. Description of Relocation.

The Project will not involve the relocation of current site occupants for the purposes of Chapter 79A. The principal occupants of the Existing Garden, the MBTA, the National Basketball Association Boston Celtics Basketball Team and the National Hockey League Boston Bruins Hockey Team, will be users of the New Garden, as described in the Application.

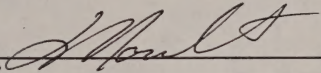
The acquisition of the air rights over the New Building Site and other property rights by the Applicant will not result in displacement because there are no current occupants of those property interests (a large portion of which are comprised of air rights) to be displaced. With respect to the Existing Garden Site, it is intended that the leases of the occupants (other than the MBTA, the Boston Celtics Basketball Team and the Boston Bruins Hockey Team) will expire in accordance with their terms or by prior agreement before the demolition of the Existing Garden. Because the undertaking of this Project will not result in any displacement as contemplated by Chapter 79A, it is not anticipated that compliance with Chapter 79A will be required.

3. Statement of Assurance; Compliance with Chapter 79A.

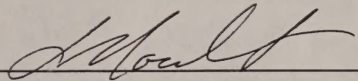
In so far as the circumstances come to exist such that the Chapter 79A assistance and payments are required to eligible occupants of the Project Site, such relocation assistance and payments will be performed in accordance with terms to be agreed to by the Applicant, the Boston Redevelopment Authority and the Department of Community Affairs, Bureau of Relocation.

Executed this 1st day of October, 1992.

Garden Corporation

By: 
Name: _____
Title: _____

New Boston Garden Corporation

By: 
Name: _____
Title: _____

BOSDATA:9287.1

HISTORIC CERTIFICATION

N/A

PART I

HUD-604
(Rev. 1-61)

DEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

A. DEVELOPER AND LAND

1. a. Name of Developer: Carden Corporation

b. Address and ZIP Code of Developer: 120 Cambridge Street
Boston, MA 02114

c. EIN Number of Developer: 04-0102790

2. The land on which the Developer proposes to carry out a certain use, as described in the proposal, is the subject of a lease or other interest in the land owned by the Commonwealth of Massachusetts, Department of Transportation, and is located in the City of Boston, Massachusetts.

(Name of Land Use Agency)

3. North Charles Street Subway Improvement Plan

(Name of Project or Use of Land Use Agency)

4. in the City of Boston, State of Massachusetts

is located as follows:

HUD FORM 6004

5. If the Developer is not an individual doing business under his own name, the Developer has the status of a corporation, partnership, or other entity, and is organized or operating under the laws of Massachusetts.

☐ A corporation.

☐ A partnership or other entity, including a corporation.

☐ A partnership formed in

☐ A business established as a joint venture between

☐ A Federal, State, or local government or instrumentality thereof.

☐ Other (specify):

6. If the Developer is not an individual or a government agency or instrumentality, give date of organization: September 20, 1977

7. Name, address, title of position held, and nature and extent of the interest of the officer and principal member, director, and manager of the Developer, who are a government agency or instrumentality, are set forth as follows:

(See Attachment 2)

8. In order to be able to disclose to the public any information, it should be included in the attached page - which is subject to the provisions of the Freedom of Information Act.

9. Any information, name of individual, the land lease or other interest in the land, or other information, is not included in the attached page - which is subject to the provisions of the Freedom of Information Act.

PLEASE NOTE: THERE IS NO PAGE 4.

PART I

MUD-6004
(9-69)

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper: Garden Corporation
- b. Address and ZIP Code of Redeveloper: 150 Causeway Street
Boston, MA 02114
- c. IRS Number of Redeveloper: 04-3166799
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from is currently owned by Massachusetts Bay Transportation Authority, Massachusetts Highway Department, Commonwealth of Massachusetts, and Massachusetts General Hospital
(Name of Local Public Agency)

In North Station Urban Redevelopment Plan
(Name of Urban Renewal or Redevelopment Project Area).

in the City of Boston, State of Massachusetts,
is described as follows²

See Attachment A

3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of Massachusetts¹

- ☒ A corporation.
- ☐ A nonprofit or charitable institution or corporation.
- ☐ A partnership known as
- ☐ A business association or a joint venture known as
- ☐ A Federal, State, or local government or instrumentality thereof.
- ☐ Other (explain)

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization: September 29, 1992

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth as follows:

See Attachment B

¹If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

²Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock¹
Delaware North Companies, Incorporated - 100%
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body. Not Applicable
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest. Not Applicable
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest. Not Applicable
- e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

NAME, ADDRESS, AND ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR
DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper);

NAME, ADDRESS, AND ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

Not Applicable

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

See Attachment C

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

(The Redeveloper is to furnish the following information, but only if land is to be redeveloped or rehabilitated in whole or in part for residential purposes.)

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 3. In such case, the information referred to in this Item 3 and in Items 6 and 7 is not required to be furnished.

1. State the Redeveloper's estimates, exclusive of payment for the land, for:

Not Applicable

- a. Total cost of any residential redevelopment. \$
- b. Cost per dwelling unit of any residential redevelopment. \$
- c. Total cost of any residential rehabilitation. \$
- d. Cost per dwelling unit of any residential rehabilitation. \$

2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

TYPE AND SIZE OF DWELLING UNIT	ESTIMATED AVERAGE MONTHLY RENTAL	ESTIMATED AVERAGE SALE PRICE
--------------------------------	-------------------------------------	---------------------------------

Not Applicable

- b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

Not Applicable

- c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:

Not Applicable

CERTIFICATION

I (We)¹ Lawrence C. Moulter

certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our) knowledge and belief.²

Dated: October 1, 1992

Dated: _____

Signature

Signature

President

Title

150 Causeway Street
Boston, MA 02114

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

PART II

HUD-4004
(9-69)

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

(For Confidential Official Use of the Local Public Agency and the Department of Housing and Urban Development. Do Not Transmit to HUD Unless Requested or Item 8b is Answered "Yes.")

1. a. Name of Redeveloper: Garden Corporation
- b. Address and ZIP Code of Redeveloper: 150 Causeway Street
Boston, MA 02114
2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from is currently owned by Massachusetts Bay Transportation Authority, Massachusetts Highway Development, Commonwealth of Massachusetts, and Massachusetts General Hospital

(Name of Local Public Agency)

in North Station Urban Redevelopment Plan

(Name of Urban Renewal or Redevelopment Project Area)

In the City of Boston, State of Massachusetts

is described as follows:

See Attachment A

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☒ YES ☐ NO
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.

Delaware North Companies, Incorporated ("DNC") - 100%

One Delaware North Place

438 Main Street

Buffalo, NY 14202

Janice R. Trybus and G. Gail Edwards - officers of Redeveloper and DNC

4. a. The financial condition of the Redeveloper, as of Not Applicable, 19____, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a certified financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)

- b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

Not Applicable

5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:

Applicant intends to finance this project through a construction and term loan facility expected to be entered into with Shawmut Bank, N.A., Fleet Bank of Massachusetts, N.A. and The First National Bank of Boston

6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:

Previously provided

a. In banks:

NAME, ADDRESS, AND ZIP CODE OF BANK

AMOUNT

\$

b. By loans from affiliated or associated corporations or firms:

NAME, ADDRESS, AND ZIP CODE OF SOURCE

AMOUNT

\$

c. By sale of readily salable assets:

DESCRIPTION

MARKET VALUE

MORTGAGES OR LIENS

\$

\$

7. Names and addresses of bank references:

See question 5

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the Redeveloper's Statement for Public Disclosure and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☒ NO

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☒ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

None

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

Not Applicable

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:

None

11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

- a. Name and address of such contractor or builder:

Not Applicable

- b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? ☐ YES ☐ NO

If Yes, explain:

- c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

Not Applicable

- d. Construction contracts or developments now being performed by such contractor or builder:

IDENTIFICATION OF
CONTRACT OR DEVELOPMENT

LOCATION

AMOUNT
\$

DATE TO BE
COMPLETED

Not Applicable

a. Outstanding construction-contract bids of such contractor or builder:

HUD-5004
(9-69)

AWARDING AGENCY

AMOUNT

DATE OPENED

Not Applicable

12. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

Previously Provided

13. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

- b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? ☐ YES ☒ NO

If Yes, explain.

14. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We) Lawrence C. Moulter

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.²

Dated: October 1, 1992

Dated: _____

Signature

Signature

President

Title

150 Causeway Street
Boston, MA 02114

Address and ZIP Code

Address and ZIP Code

¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.

² Penalty for False Certification: Section 1001, Title 18, of the U.S. Code, provides a fine of not more than \$10,000 or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department

ATTACHMENT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;

SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;

NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.

NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;

NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;

SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.

SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;

SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;

SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,

NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

ATTACHMENT B

Garden Corporation

President:

Lawrence C. Moulter
150 Causeway Street
Boston, MA 02114

Vice-President

Treasurer:

G. Gail Edwards
One Delaware North Place
438 Main Street
Buffalo, NY 14202

Secretary:

Janice R. Trybus
One Delaware North Place
438 Main Street
Buffalo, NY 14202

ATTACHMENT C

Delaware North Companies, Incorporated

Chairman: Jeremy M. Jacobs

President: Richard Stephens

Vice-President

Treasurer: G. Gail Edwards

Secretary: Janice R. Trybus

BOSDATA:9341.1

Name and address of each person with a beneficial interest:

- a. Garden Corporation, a Massachusetts corporation with an address at 120 Tabernash Street, Boston, Massachusetts 02114, will be the owner of the interest.
- b. New Boston Garden Corporation, a Massachusetts corporation with an address at 120 Tabernash Street, Boston, Massachusetts 02114 will have the property from Garden Corporation.
- c. Delaware North Companies, Incorporated, with an address One Delaware North Place, 125 Main Street, Buffalo, New York 14241 owns part of the stock of Garden Corporation and New Boston Garden Corporation.

(5) The undersigned also acknowledges and states that none of the above-listed Persons is an official elected or appointed in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.

(6) The undersigned hereby states, under penalties of perjury, that the names and addresses of all Persons and professional corporations employing attorneys, real estate brokers, architects, engineers, planners or surveyors, and all other agents who have acted on behalf of any of the foregoing, with respect to the Application for Listing of the above listed property are listed in below in compliance with the provisions of Article 11A of the Boston Zoning Code.

DISCLOSURE STATEMENT CONCERNING BENEFICIAL
INTEREST REQUIRED BY ARTICLE 31A
OF THE BOSTON ZONING CODE

- (1) Name of Project: Boston Garden
- (2) Location: Off of Causeway, Nashua and Beverly Streets
- (3) Applicant: Garden Corporation

(4) The undersigned hereby states, under the penalties of perjury, that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within 1/10 of 1% if such interest exceeds 1%) in the above listed property are listed below in compliance with the provisions of Article 31A of the Boston Zoning Code:

Name and address of each Person with said Beneficial Interest:

- a. Garden Corporation, a Massachusetts corporation with an address at 150 Causeway Street, Boston, Massachusetts 02114, will be the owner of the Project.
- b. New Boston Garden Corporation, a Massachusetts corporation with an address at 150 Causeway Street, Boston, Massachusetts 02114 will lease the Project from Garden Corporation.
- c. Delaware North Companies, Incorporated, with an address One Delaware North Place, 438 Main Street, Buffalo, New York 14202 owns 100% of the stock of Garden Corporation and New Boston Garden Corporation.

(5) The undersigned also acknowledges and states that none of the above-listed Persons is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.

(6) The undersigned hereby states, under penalties of perjury, that the names and addresses of all firms and professional corporations employing attorneys, real estate brokers, architects, engineers, planners or surveyors, and all other agents who have acted on behalf of any of the foregoing, with respect to the Application for Zoning Relief of the above listed property are listed in below in compliance with the provisions of Article 31A of the Boston Zoning Code.

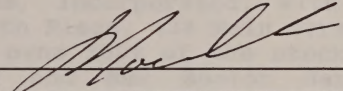
Name and address of firms and professional corporations who have acted on said application:

- a. No firm or professional corporation employed as attorneys, real estate brokers, architects, engineers, planners or surveyors, or other agents has acted on behalf of any of the foregoing with respect to the application for Zoning Relief to an extent so as to trigger the disclosure requirements specified in Article 31A-4(1) of the Boston Zoning Code. However, in connection with this large project, numerous persons have participated, and are expected to participate, in the legal, architectural, engineering, planning, surveying and other agents on behalf of such Persons. They include Eckert Seamans Cherin & Mellott, One International Place, Boston, Massachusetts 02110, Vanasse Hangen & Brustlin, Inc., 101 Walnut Street, Watertown, Massachusetts 02272 and Ellerbe Becket, Inc., 605 West 47th Street, Kansas City, Missouri, 64112.

(7) Capitalized terms used herein shall have the meaning assigned to them in Article 31A of the Boston Zoning Code.

Signed under the penalties of perjury.

GARDEN CORPORATION

By: 

Name: _____

Title: _____

Date: October 1, 1992

BOSDATA:9293.1

DISCLOSURE STATEMENT CONCERNING BENEFICIAL
INTEREST REQUIRED BY MASSACHUSETTS GENERAL LAWS
CHAPTER 7, SECTION 40J.

(1) The Project Site consists of the site of the Existing Boston Garden and the land immediately to its north, as more particularly described on Exhibit A hereto.

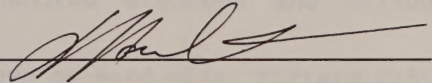
(2) We hereby state, under the penalties of perjury that the true names and addresses of all persons who will have a direct or indirect beneficial interest in the above listed property are listed below in compliance with the provisions Mass. G.L. ch. 7, §40J:

- a. Garden Corporation, a Massachusetts corporation with an address at 150 Causeway Street, Boston, Massachusetts 02114, will be the owner of the Project.
- b. New Boston Garden Corporation, a Massachusetts corporation with an address at 150 Causeway Street, Boston, Massachusetts 02114 will lease the Project from Garden Corporation.
- c. Delaware North Companies, Incorporated, with an address One Delaware North Place, 438 Main Street, Buffalo, New York 14202 owns 100% of the stock of the Garden Corporation and New Boston Garden Corporation.

(3) The undersigned also acknowledge and state that none of the above is an individual elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Planning and Operations.

Signed under the penalties of perjury.

GARDEN CORPORATION

By: 
Name: _____
Title: _____

Date: October 1, 1992

BOSDATA:9292.1

EXHIBIT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;

SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;

NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.

NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;

NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;

SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.

SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;

SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred, seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

- SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;
- NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

- SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;
- SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;
- SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;
- SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;
- NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;
- NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

- SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;
- SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

- SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;
- SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,
- NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

EXHIBIT A
LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1st day of January, 1997, by and between the undersigned, the lessor, and the lessee, for the purpose of leasing the premises described in the schedule hereinafter set forth, to the lessee, for the term of years therein expressed.

WITNESSETH that the parties to this lease, for the purpose of leasing the premises described in the schedule hereinafter set forth, to the lessee, for the term of years therein expressed.

WITNESSETH that the parties to this lease, for the purpose of leasing the premises described in the schedule hereinafter set forth, to the lessee, for the term of years therein expressed.

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WITNESSETH that the parties to this lease, for the purpose of leasing the premises described in the schedule hereinafter set forth, to the lessee, for the term of years therein expressed.

LEASE AGREEMENT

1. This Lease Agreement is made this 1st day of January, 1997, by and between the undersigned, the lessor, and the lessee, for the purpose of leasing the premises described in the schedule hereinafter set forth, to the lessee, for the term of years therein expressed.

2. The premises to be leased are situated in the County of [] State of [] and are more particularly described in the schedule hereinafter set forth.

3. The term of this lease shall be for the term of years therein expressed.

4. The rent for this lease shall be the sum of [] per annum, payable in advance, on the [] day of [] in each year, and the same shall be paid to the lessor at the office of the County Clerk of the County of [] State of [] and the receipt of the County Clerk shall be a receipt for the rent so paid.

5. The lessor covenants and warrants that the premises are free from all liens, mortgages, and other encumbrances, and that the same are in good and lawful possession of the lessor.

6. The lessee covenants and warrants that the premises shall be used for the purpose therein expressed, and that the same shall be kept in good and lawful possession of the lessee.

7. The lessor covenants and warrants that the premises are free from all liens, mortgages, and other encumbrances, and that the same are in good and lawful possession of the lessor.

8. The lessee covenants and warrants that the premises shall be used for the purpose therein expressed, and that the same shall be kept in good and lawful possession of the lessee.

APPENDIX P

LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease") made as of _____, 1992 by and between GARDEN CORPORATION, ("Landlord"), a Massachusetts corporation and NEW BOSTON GARDEN CORPORATION ("Tenant"), a Delaware corporation.

WHEREAS, Landlord is the owner of certain land and easement rights described on Exhibit A hereto (the "Premises"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to take and hire from Landlord, the Premises; and

WHEREAS, Tenant has agreed to construct and pay for a multipurpose sports and entertainment arena as shown on the plans and specifications attached as Exhibit B hereto.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties hereby covenant and agree as follows:

1. Certain Definitions.

1.1 "Rental" shall have the meaning given in Section 4.1.

1.2. "Commencement Date" shall have the meaning given in Section 3.1.

1.3. "Default Rate" shall mean an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Massachusetts or (ii) the Prime Rate plus 2 percent.

1.4. "Effective Date" shall mean the date upon which a final certificate of occupancy is issued for the Improvements.

1.5. "Event of Default" shall have the meaning given in Section 17.1.

1.6. "Existing Garden" shall mean the property and improvements thereon currently owned by Tenant and on which the existing Boston Garden is erected, as more particularly described on Exhibit C hereto.

1.7. "Governmental Requirements" shall mean (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited

extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, (c) Landlord's application dated as October 1, 1992 (the "Application") under the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended, (collectively, "Chapter 121A"), the provisions of Chapter 121A as now in effect and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision of the Boston Redevelopment Authority dated October 22, 1992 (the "Approval"), and (d) all requirements for permits, licenses, and approvals of all governmental agencies and bureaus, including the permits and licenses referred to in the foregoing.

1.8. "Improvements" shall mean the new entertainment and sports arena and related improvements to be constructed by Landlord on the Premises in accordance with the Plans and Specifications.

1.9. "Plans and Specifications" shall mean the plans and specifications for the Improvements attached as Exhibit D hereto, as such Plans and Specifications may be changed by Tenant with Landlord's consent, which consent shall not be withheld unreasonably.

1.10. "Land Area" shall mean the property, including air rights and easement rights, described on Exhibit A.

1.11. "Prime Rate" shall mean the prime rate, reference rate or similar rate announced from time to time by Shawmut Bank, N.A., as such rate may change from time to time.

1.12. "Premises" shall mean the Land Area together with all and singular the real estate ways, water courses, rights, liberties, privileges, hereditament, improvements now or hereafter existing and appurtenances whatsoever thereunto belonging, or in any way appertaining thereto.

1.13. "Rental" shall have the meaning given in Section 4.1.

1.14. "Term" shall have the meaning given in Section 3.1.

1.15. "Termination Date" shall have the meaning given in Section 3.1.

2. Premises.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby rents, takes and hires from Landlord the Premises, subject nevertheless, to the covenants and conditions set forth in this Lease which Landlord and Tenant respectively covenant and agree to keep and perform.

2.2 Purchase and Sale of Existing Garden. At any time on or after the Effective Date, Landlord shall have the right, at its option, and, upon the exercise of such option, Tenant hereby agrees to sell and convey to Landlord, the Existing Garden, together with all buildings, privileges, hereditaments, appurtenances, fixtures and other improvements thereon. Landlord may exercise such option at any time on or after the Effective Date by notice to Tenant, which notice shall set a closing date not less than thirty (30) days nor more than ninety (90) days from the date of such notice. At the closing of such transaction, Tenant shall convey to Landlord by general warranty deed and other appropriate documents good and negotiable title to the Existing Garden, subject to all liens, encumbrances and restrictions of record or consented to by Landlord. This option and such sale of the Existing Garden is in consideration of Landlord entering into this Lease and other good and valuable consideration, and no additional consideration shall be paid by Landlord for such sale and conveyance. Landlord shall pay all transfer taxes, filing fees and other out of pocket costs in connection with such sale of the Existing Garden. From and after the sale of the Existing Garden by Tenant to Landlord, the Existing Garden shall be included within the Premises for purposes of this Lease, at no additional Rental.

3. Term. The term of this Lease shall be for a period (the "Term") commencing on the date set forth above (the "Commencement Date") and ending at 11:59 PM on fifteenth anniversary of the Commencement Date (the "Termination Date"), unless earlier terminated as provided herein. Possession of the Premises shall be given to Tenant on the Commencement Date.

4. Rentals.

4.1 Rentals. Tenant shall pay to Landlord as rental ("Rental" or "Rent") for the Premises, the following:

(a) during the period from and after the Commencement Date hereof until the Effective Date, no rent or other amount shall be paid by Tenant to Landlord under this Lease;

(b) from and after the Effective Date, and until the first anniversary of the Effective Date, the sum of \$4,000,000 per annum;

(c) from and after the first anniversary of the Effective Date, and until the second anniversary of the Effective Date, the sum of \$4,200,000 per annum;

(d) from and after the second anniversary of the Effective Date, and until the third anniversary of the Effective Date, the sum of \$4,410,000 per annum;

(e) from and after the third anniversary of the Effective Date, and until the fourth anniversary of the Effective Date, the sum of \$4,630,500 per annum;

(f) from and after the fourth anniversary of the Effective Date, and until the fifth anniversary of the Effective Date, the sum of \$4,862,025 per annum;

(g) from and after the fifth anniversary of the Effective Date, and until the sixth anniversary of the Effective Date, the sum of \$5,105,126 per annum;

(h) from and after the sixth anniversary of the Effective Date, and until the seventh anniversary of the Effective Date, the sum of \$5,360,383 per annum;

(i) from and after the seventh anniversary of the Effective Date, and until the eighth anniversary of the Effective Date, the sum of \$5,628,402 per annum;

(j) from and after the eighth anniversary of the Effective Date, and until the ninth anniversary of the Effective Date, the sum of \$5,909,822 per annum;

(k) from and after the ninth anniversary of the Effective Date, and until the tenth anniversary of the Effective Date, the sum of \$6,205,313 per annum;

(l) from and after the tenth anniversary of the Effective Date, and until the eleventh anniversary of the Effective Date, the sum of \$6,515,579 per annum; and

(m) from and after the twelfth anniversary of after the Effective Date, and until the Termination Date, the sum of \$6,841,357 per annum.

4.2. Payment of Rental. Tenant shall pay all Rental in twelve equal monthly installments, due and payable on the first day of each calendar month, without any setoff, deduction or prior demand therefor whatsoever. Rental shall be paid and delivered to Landlord at such place and to such person as Landlord may, from time to time, designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount

with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Rental shall be prorated for any partial year.

5. Taxes. Landlord shall be responsible for paying to the pertinent taxing authority all real estate taxes (including taxes levied or assessed in lieu of or as a substitution for real estate taxes) imposed, assessed or levied upon or against the Premises and/or the Improvements during the Term, but not against any building or other improvements other than the Improvements hereafter erected or installed on the Premises, the real estate taxes on which shall be the responsibility of Tenant.

6. Construction, Equipping and Furnishing of the Improvements and Ownership.

6.1. Tenant Construction Obligations. Tenant shall promptly proceed to complete development and construction of the Improvements on the Premises, in accordance with the Plans and Specifications.

6.2. Conditions Precedent to Tenant Construction Obligations. The obligations of Tenant pursuant to Section 6.1, above are expressly conditioned upon the following items being in effect prior to and at all times during the construction of the Improvements:

- (a) Tenant shall have closed on the financing for the construction of the Improvements, and funding shall continue to be available thereunder;
- (b) Tenant shall have obtained and shall at all times have all Federal, State and local permits and approvals necessary for the construction of the Improvements; and
- (c) Landlord shall have unconditionally approved the Plans and Specifications, as amended.

6.3. Ownership. Landlord shall be the owner of the Improvements for all purposes.

7. Alterations. After completion of construction of the Improvements Tenant shall have the right, from time to time, to make or permit to be made any alterations, improvements or additions to the Premises, the Improvements, or any part thereof; provided that all alterations, improvements and additions to the Premises and/or the Improvements shall be made in accordance with all Governmental Requirements. All such alterations, additions and

improvements shall at once when made become a part of the Improvements and shall be and remain the sole property of Landlord.

8. Maintenance and Repair. Tenant shall at Tenant's sole cost and expense keep the Premises, the Improvements and all equipment and personal property therein in good order, condition and repair, and shall make all replacements as required.

9. Governmental Requirements. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises and all improvements to comply with all Governmental Requirements.

10. Assignment and Subletting; Mortgages.

10.1 Assignment and Subletting. Tenant shall have the right at any time to assign this Lease or to sublet the Premises, in whole or in part. In the event of any assignment or subletting pursuant to the preceding sentence, Tenant shall not be released from liability under this Lease, and shall remain liable for all obligations of Tenant hereunder, unless and to the extent Landlord agrees in writing to the release of Tenant's obligations hereunder, which agreement may be granted or withheld in Landlord's sole discretion.

10.2. Mortgages on Tenant's Leasehold Interest. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the unrestricted right, at any time, and from time to time, to mortgage, pledge or otherwise encumber Tenant's leasehold interest in and to the Premises. Tenant shall also have the right to assign its interest in this Lease to such mortgagee as security for any such mortgage, pledge or other encumbrances.

10.3. Leasehold Mortgagee Protections. If Tenant mortgages its leasehold interest in and to the Premises and delivers a copy of any such leasehold mortgage (or any assignment) to Landlord, then, until such time as Landlord receives notice that such leasehold mortgage or assignment has been satisfied, the following provisions shall apply:

(a) Landlord, upon serving upon Tenant any notice of default pursuant to this Lease or any other material notice or demand under the provisions of or with respect to this Lease, shall also serve a copy of such notice upon the leasehold mortgagee, and no notice or demand by Landlord to Tenant under this Lease shall be deemed to have been duly given unless and until a copy thereof has been so served upon each such leasehold mortgagee. Copies of notice shall be served by Landlord upon the leasehold mortgagee in accordance with the notice provisions contained in the copy of the applicable leasehold mortgage (or assignment thereof) delivered to

Landlord pursuant to this Section 10.3 and Landlord shall have the right to rely conclusively upon such document as to the appropriate method to serve such copy.

(b) The leasehold mortgagee shall have the right to perform any term, covenant, condition or agreement of this Lease on Tenant's part to be performed, and Landlord shall accept such performance by such leasehold mortgagee with the same force and effect as if furnished by Tenant.

(c) Landlord shall not terminate this Lease until the expiration of ten (10) days after the date Landlord shall have given notice to the leasehold mortgagee of the existence of a default by Tenant of the kind referred to in Section 17.1(a) or until the expiration of thirty (30) additional days after Landlord shall have given notice to the leasehold mortgagee of the existence of a default of the kind referred to in Section 17.1(b) and that Tenant has failed to cure such default as provided therein, and a notice of termination given prior to the expiration of the applicable time period shall have no force or effect. Landlord and Tenant agree that the leasehold mortgagee shall have the right (but shall not be obligated) within such ten (10) day period to cure any default by Tenant of the kind referred to in Section 17.1(a) or within such thirty (30) day period to cure or proceed diligently to cure a default by Tenant of the kind referred to in Section 17.1(b). The leasehold mortgagee shall be deemed to be diligently proceeding to cure a default of Tenant of the kind referred to in Section 17.1(b) if such leasehold mortgagee shall have commenced foreclosure proceedings or other proceedings to acquire possession of Tenant's leasehold interest in and to the Premises, provided that during the pendency of such proceedings the leasehold mortgagee shall be proceeding with due diligence to complete such proceedings, shall pay to Landlord all Rent and other payments due under the terms of this Lease as and when the same shall become due and shall be proceeding with due diligence to cure any defaults of Tenant other than defaults of the kind referred to in Section 17.1(b) which are not reasonably susceptible of being cured by a leasehold mortgagee; however, the leasehold mortgagee shall not be obligated to continue such foreclosure proceedings to prevent any such termination if any such defaults shall have been cured prior to the completion of such proceedings. Landlord agrees that so long as the leasehold mortgagee shall be diligently proceeding to cure a default of the kind referred to in Section 17.1(b) in the manner provided in the preceding sentence, Landlord shall not terminate this Lease by reason of such default, and upon the completion of such cure of such default and acquisition of Tenant's leasehold estate in and to the Premises by the leasehold mortgagee or its nominee or any purchaser at a foreclosure sale or the assignee of any such purchaser, this Lease shall continue in full force and effect as if no notice of termination had been given.

(d) Tenant may delegate irrevocably to any leasehold mortgagee the authority to exercise any or all of Tenant's rights

hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or such leasehold mortgagee delivers to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the leasehold mortgage itself, in which case, the service upon Landlord of a copy of the leasehold mortgage, together with a written notice specifying the provisions therein which delegate such authority to the leasehold mortgagee, shall be sufficient to give Landlord notice of such delegation. Landlord shall be entitled to rely on any written instrument affecting such delegation or on the provisions of the leasehold mortgage and Tenant hereby releases Landlord and agrees to indemnify and hold Landlord harmless from any action taken by Landlord as a result of any such delegation by Tenant under this clause (d).

(e) In the event of the termination of this Lease, prior to the expiration of the Term, hereof whether by summary proceedings to dispossess, service of notice to terminate or otherwise, and whether due to any default or condition referred to in Section 17.1(a) or 17.1(b) or otherwise, Landlord shall serve upon the leasehold mortgagee written notice that this Lease has been terminated together with a statement of any and all sums which would at the time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Such leasehold mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

- (i) Upon the written request of the leasehold mortgagee, given within thirty (30) days after the service of such notice that this Lease has been terminated, Landlord shall enter into a new lease of the Premises with such mortgagee, or the nominee or designee of such mortgagee.
- (ii) Such new lease shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term and at the rent and upon the then executory agreements, term, covenants and conditions hereof and shall have equal priority with this Lease.
- (iii) Upon the execution of such new lease, the new tenant thereunder shall pay to Landlord any and all rents and other sums which would at the time of the execution thereof have been due under this Lease had it not been for termination of this Lease. Such new tenant shall, at such time, also pay to Landlord all expenses, including reasonable counsel fees, court costs and

disbursements incurred by Landlord in connection with Tenant's defaults and the termination of this Lease, Landlord's recovery of possession of the Premises, and all Landlord's costs and expenses in connection with the preparation, execution, delivery and recording of the new lease. Upon the execution of such new lease and payment in full of the foregoing, Landlord shall allow to the new tenant thereunder (and such tenant shall be entitled to) an adjustment in an amount equal to the net income, if any, derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of execution of such new lease.

(f) If there is more than one leasehold mortgagee and if more than one leasehold mortgagee shall request a new lease pursuant to Section 9.3(e)(i), Landlord shall enter into such new lease with the leasehold mortgagee (or with the nominee or designee of the leasehold mortgagee) lowest in order of priority of lien who (i) cures all defaults under all prior leasehold mortgages, (ii) delivers to Landlord certificates or letters from the holders of all prior leasehold mortgages which certify or state that no default then exists under such prior leasehold mortgages, and (iii) executes and delivers, at the time of the execution of such new lease, new mortgages to the holders of all prior leasehold mortgages, constituting a lien on this Lease, having the same terms and conditions, and securing the same amounts, as contained in such prior leasehold mortgages.

10.4. Definition, Merger, Cooperation. All references in this Lease to a "leasehold mortgage" or to a "leasehold mortgagee" shall be deemed to mean a mortgage of this Lease and the holder or holders thereof, respectively (and shall be deemed to include a deed of trust to secure an issue of bonds, notes or other obligations, and the trustee or trustees thereunder, respectively), and shall be deemed to include, as well, any valid replacements, extensions, renewals and consolidations and correlations of one or more such mortgages.

So long as any leasehold mortgage is in existence, unless the holders of all leasehold mortgages then existing shall otherwise expressly consent in writing, the leasehold estate created by this Lease shall not merge but shall remain separate and distinct notwithstanding the acquisition of both leasehold interests by Landlord or by Tenant or by a third party, by purchase or otherwise. No acceptance by Landlord of a voluntary surrender of this Lease shall be binding upon any leasehold mortgagee without its written consent; however, the exercise by Landlord or Tenant of any right of cancellation or termination pursuant to the terms of

this Lease shall not be deemed a "voluntary surrender," nor shall anything herein require that Landlord obtain the consent of each leasehold mortgagee before commencing any action or proceeding based upon a default hereunder by Tenant.

If Tenant seeks to mortgage its leasehold interest, Landlord agrees to amend this Lease from time to time to the extent reasonably requested provided such amendments do not in Landlord's sole judgment materially and adversely affect the rights of Landlord hereunder and any expenses incurred in connection with any such amendment shall be paid by Tenant.

11. Utilities. Tenant shall install and pay for all public and private utility services, including but not limited to water, sewer, gas and electric, used or consumed on or in connection with the Premises and/or the Improvements.

12. Indemnity. Tenant shall protect, indemnify and save and keep Landlord forever harmless against and from any cost, loss, damage, penalty or expense (i) imposed for any violation of law or ordinance, whether occasioned by Tenant or those holding under Tenant, (ii) arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease; (iii) arising from the conduct or management of the Premises and/or the Improvements or from work performed thereon or therein; (iv) arising from any negligent act or omission of Tenant, or any occupant of the Premises or any part thereof, or of its or their agents, contractors, servants, employees, invitees or licensees; or (v) arising from any accident, injury or damage whatsoever caused to person or property occurring during the Term on or about the Premises and/or the Improvements, in each case unless caused by Landlord's sole negligence. Tenant shall defend Landlord at Tenant's cost against any of the foregoing by counsel selected by Tenant and approved by Landlord if Landlord so elects, or Landlord may select its own counsel. Landlord shall promptly notify Tenant of any of the foregoing known to Landlord, but the failure of Landlord so to do shall not impair the obligations of Tenant hereunder.

13. Access to Premises. Tenant shall permit Landlord or Landlord's agents to inspect or examine the Premises and the Improvements at any reasonable time and permit Landlord to make (but without obligation to make) such repairs to the Premises and the Improvements as Landlord may deem necessary for preservation thereof and which Tenant has failed so to make without the same being construed as an eviction of Tenant in whole or in part, and the Rental shall in no wise abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work. Landlord shall have the right to enter upon the Premises at any reasonable time and from time to time during the term of this Lease for the purpose of exhibiting the same to prospective purchasers and lenders.

14. Tenant's Property. All equipment and other personal property placed or installed in or on the Premises and/or the Improvements by Tenant and designed for and used in the conduct of the business of Tenant in the Premises and/or the Improvements, shall at all times be and remain the property of Tenant.

15. Condemnation of the Premises.

15.1. General. If the Premises and/or the Improvements or any part thereof shall be taken or condemned either permanently or temporarily for any public use or purpose by any competent authority in condemnation proceedings or by any right of eminent domain, the entire compensation award thereof, both leasehold and reversion, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its rights, title and interest to any such award; provided, however, that Tenant shall be entitled to any award made in any such condemnation proceedings for business relocation and/or moving expenses. Notwithstanding the foregoing, in the situation referred to in this paragraph 15.1, the compensation award for the Improvements provided by Tenant shall be prorated between Landlord and Tenant on the basis of the Landlord being entitled to that portion of the award for such Improvements provided by Tenant that bears the same percentage to the award as the expired portion of the Term of this Lease, bears to the total Term of this Lease and Tenant shall be entitled to the remainder of the award.

15.2. Substantial Taking. If substantially all of the Premises and the Improvements shall be taken as aforesaid, then this Lease, at Landlord's sole option, shall terminate and shall become null and void from the time possession thereto is required for public use, and from that date the parties hereto shall be released from all further obligations hereunder. In such case as provided in this Section 15.2, the condemnation award shall be distributed as between Landlord and Tenant as provided in Section 15.1 above.

15.3. Minimal Taking. If only a portion of the Premises and the Improvements shall be so taken or condemned, so that Landlord does not terminate this Lease, Landlord shall use the net proceeds of such condemnation to the extent required to repair and restore the portion of the Improvements not affected by the taking and this Lease shall continue in full force and effect except that the Rental shall be proportionately reduced.

16. Damage or Destruction. If, during the Term, the Improvements or any other improvements to the Land Area are damaged or destroyed (the "Damaged Improvements"), Landlord shall promptly and with due diligence repair, restore or rebuild the Damaged Improvements. During the period of such repair, restoration or rebuilding, rentals shall not abate in any manner whatsoever. If Landlord does not diligently proceed to repair, restore or rebuild the Damaged

Improvements after such damage or destruction, Tenant may, as its sole remedy and upon sixty (60) days prior written notice to Landlord, terminate this Lease.

17. Default and Remedies.

17.1. If any of the following events of default (an "Event of Default") occurs, that is, if:

- a. Tenant fails, neglects or refuses to pay any Rental or sums payable hereunder as Rental at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof; or
- b. Tenant abandons or vacates the Premises or the Improvements or commits waste thereon, or any execution is issued against a substantial part of Tenant's assets, or bankruptcy, receivership or insolvency proceedings are instituted by or against Tenant (if involuntary, Tenant shall have sixty (60) days to stay, dismiss or discharge) or an assignment is made by Tenant for the benefit of creditors, or Tenant fails, neglects or refuses to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by it, and in the event any such failure, neglect or refusal shall continue for a period of more than 30 days after notice thereof is given in writing to Tenant by Landlord, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within such thirty (30) day period and is diligently prosecuting such case to completion or has taken the proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with the Premises by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be;

then the entire Rental (discounted to its present value using the then current Prime Rate) for the balance of the Term of this Lease then in effect shall at Landlord's option at once become due and payable as if by the terms of this Lease it is payable in advance,

and Tenant hereby authorizes and fully empowers Landlord to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately, without any previous notice of intention to re-enter, and to remove all persons and their property therefrom, and to use such methods in effecting and perfecting such removal of Tenant as may be necessary or advisable to recover at once first and exclusive possession of the Premises, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Landlord, in which event this Lease shall terminate and Tenant shall indemnify Landlord against all unavoidable loss or rent which Landlord may incur by reason of such termination during the residue of the Term of this Lease.

Landlord may, however, at its option at any time and after such Event of Default, re-enter and take possession of the Premises without such re-entry working a forfeiture of the Rentals to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the Term of this Lease. In such event Landlord shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Landlord may determine and to lease or let the same or portions hereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such periods of time and as such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of other necessary expenses of Landlord in connection with such reletting. The balance, if any, shall be applied by Landlord from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may seem desirable from time to time, without being obligated to await the end of the Term for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Landlord's account as aforesaid shall be paid to Tenant, with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease, and the giving of such notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of the Lease and the obligation hereunder on the part of either party to the other.

18. Surrender; Hold Over.

18.1. Termination. This Lease shall expire on the Termination Date without the necessity of any notice from Landlord. Tenant hereby waives notice to vacate or quit the Premises and the

Improvements on the Termination Date and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises and the Improvements from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises and the Improvements as aforesaid, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. For the period of twelve (12) months prior to the expiration of the Term, Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

18.2. Surrender. Tenant shall deliver up and surrender to Landlord possession of the Premises and the Improvements (including title to the Improvements free and clear of all encumbrances) upon the Termination Date or upon the earlier termination of this Lease, broom clean and in good condition and repair, damage by insured casualty excepted. Tenant hereby waives any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

18.3. Hold Over. If Tenant shall remain in possession of the Premises after the expiration of the Term of this Lease, without the Lease being extended further pursuant to its terms, then Tenant shall, in addition to the remedies set forth in Section 17.1 and 17.2 above, be deemed a Tenant of the Premises from month to month at double the Rental due for the previous twelve months divided by twelve and subject to all of the terms and provisions hereof, except only as to the Term of this Lease.

19. Quiet Enjoyment. If Tenant pays the Rental and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall, at all times during the term of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as may otherwise be provided in this Lease.

20. Notices. All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given as of the date of mailing if sent by postage prepaid, first class, United States registered or certified mail, return receipt requested, to each of the parties at the following places, or to such other places as either party hereto may for itself designate in writing from time to time for the purpose of receiving notices hereunder:

LANDLORD:

GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Stephen I. Burr, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

TENANT:

NEW BOSTON GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Robert L. Caporale, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

21. Entire Agreement. This Lease constitutes and contains the entire and only agreement between the parties, and supersedes and cancels any and all pre-existing agreements and understandings between the parties, relating to the subject matter hereof. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by either party.

22. Limitation and Limited Liability of Landlord and Tenant.

22.1. Definition of Landlord. Notwithstanding the provisions hereof, the term "Landlord" as used in this Lease means only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of Landlord's interest to a party assuming Landlord's obligations hereunder Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder during the period it is the holder of Landlord's interest hereunder.

22.2. Landlord's Liability. Tenant acknowledges and agrees that Landlord's liability under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's other assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit Landlord's personal liability in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Tenant by law or under this Lease.

22.3. Tenant's Liability. Landlord acknowledges and agrees that Tenant's liability under this Lease shall be limited to its interest in this Lease and any judgments rendered against Tenant shall be satisfied solely out of the proceeds of sale of its interest in this Lease. No personal judgment shall lie against Tenant upon extinguishment of its rights in this Lease and any judgment so rendered shall not give rise to any right of execution or levy against Tenant's other assets. The provisions hereof shall inure to Tenant's successors and assigns including any leasehold mortgagee of Tenant. The foregoing provisions are not intended to relieve Tenant from the performance of any of Tenant's obligations under this Lease, but only to limit Tenant's personal liability in case of recovery of a judgment against Tenant; nor shall the foregoing be deemed to limit Landlord's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Landlord by law or under this Lease.

23. Force Majeure. Neither party hereto shall be liable to the other and shall not be in default under this Lease in any manner by reason of delay in performance of any covenant or condition in this Lease (other than the covenant to pay Rentals in a timely manner), if any such delay is caused by present or future governmental regulations, restrictions, strikes, lockouts, unusual unavailability of materials or labor, severe adverse weather conditions, or by any other reason or reasons, whether similar or not to the foregoing, which delays are beyond the reasonable control of the party causing such delay, provided that such party shall use its best efforts to overcome the same.

24. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

25. Separability. If any term or provision of this Lease, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. Cumulative Remedies, Non-Waiver. The specified remedies to which Tenant or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Tenant or Tenant may be lawfully entitled in case of any breach by Tenant or Tenant of any provision of this Lease. Failure of Tenant or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Tenant of one or more Rental payments with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Tenant. In addition to the other remedies provided in this Lease,

Tenant or Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease. Nothing in this Lease shall give either party the right to terminate this Lease except as otherwise specifically set forth in this Lease.

27. Amendments. Except as otherwise provided herein, this Lease may be amended, modified, renewed, extended, canceled or terminated only by a written instrument duly executed by both of the parties hereto.

28. Provisions Construed As Covenants. All the provisions of this Lease, insofar as they are applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited.

29. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, nevertheless, to the restrictions on assignment by Tenant as set forth in this Lease and other restrictions and reservations of this Lease.

30. Mechanics' Liens.

30.1. In General. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanics' or other lien shall at any time be filed against the Premises by reason of work, labor, service or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Tenant. If Tenant fails to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy, Tenant may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Tenant including reasonable attorneys' fees incurred by Tenant either defending against such lien or in procuring the discharge of such lien, together, with interest thereon at the Default Rate, shall be due and payable by Tenant to Tenant as Additional Rental.

30.2. Lien Waivers. Prior to the commencement of any construction, repair or restoration of the Premises or the Improvements pursuant to work which in the aggregate shall exceed a cost of \$50,000.00, Tenant shall obtain from the general contractor for such work a lien waiver in form acceptable to Tenant. Such lien waiver shall be duly filed in the county where the Premises are located.

31. Hazardous Substances. Tenant has not used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises any Hazardous Substance and has no actual knowledge that any Hazardous Substance has heretofore been used, stored, generated, emitted, discharged, released or disposed of, on, in or from the

Premises by parties other than Tenant. Tenant shall not cause, permit or allow any Hazardous Substance to be used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises by Tenant, Tenant's agents, employees, contractors, invitees or any other person or entity, except in accordance with and as permitted by applicable Environmental Laws. Tenant shall comply with all Environmental Laws governing or relating to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances with respect to the use and occupancy of the Premises or the condition thereof. Without limitation of the foregoing, if Tenant causes, permits or allows the emission, discharge, release, threatened release or disposal of any Hazardous Substance from, on or in the Premises (hereinafter the "Contamination"), which Contamination is in violation of Environmental Laws, the Tenant shall promptly, at its sole cost and expense, take any and all actions necessary to remediate and/or remove the Contamination and to comply with the Environmental Laws.

Tenant shall defend, indemnify and hold Tenant harmless from and against all claims, damages, remedial or removal actions or obligations, fines, judgments, liens, penalties, costs, expenses, diminished property value, lost or diminished rental revenue, liabilities or losses of any kind asserted against, or suffered or incurred by, Tenant and/or Tenant resulting directly or indirectly from the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises, provided, however, that Tenant's indemnity hereunder shall extend only to the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises occurring on or after the Commencement Date, which Hazardous Substances did not exist on, in or from the Premises prior to the Commencement Date. The provisions of the foregoing sentence shall survive the termination of this Lease.

As used herein, the term "Hazardous Substance" or "Hazardous Substances", shall mean any and all substances or materials which are defined as or listed as "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "hazardous air pollutants", "toxic pollutants", "pollutants", and/or "contaminants" as those terms are used, defined or listed under any Environmental Laws. As used herein the term "Hazardous Substance" shall also include any petroleum product, including gasoline, diesel fuel, motor oil and waste oil.

As used herein the term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule, order, regulation, injunction, writ or decree now or hereafter existing which governs or otherwise relates to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances, including, without limitation, the Resource, Conservation and Recovery Act, the Comprehensive Environmental Response

Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act.

32. Insurance.

32.1. Property Insurance. Tenant shall maintain an all-risk policy covering the Improvements against loss by fire, including extended coverage, and such other hazards as are typically insured from time to time by prudent owners of sports and entertainment complexes in the Eastern United States, in amounts at least equal to the full replacement value thereof (without offset for depreciation, but excluding the cost of excavation and foundations). Such policy of insurance shall name Landlord (and Landlord's leasehold mortgagees of which Tenant has received notice) as additional insured parties, as their respective interests may appear.

32.2. Liability Insurance. Landlord and Tenant shall each maintain a policy of comprehensive general liability insurance, insuring against claims for bodily injury or property damage incurring in or about the Premises, with a combined single limit per exposure for bodily injury and property damage, plus excess liability coverage, in such amounts as are typically carried from time to time by prudent owners of sports and entertainment complexes in the Eastern United States. Each such policy of insurance shall name the other party (and its mortgagees of which the insuring party has received notice) as additional insured parties.

32.3. Additional Insurance Provisions. Each policy of insurance carried by, Landlord or Tenant pursuant to Sections 32.1. or 32.2., above, shall provide for thirty (30) day advance written notice to other party and its mortgagees of which the insuring party has received notice of any proposed cancellation or material modification of the policy or any part thereof. Each party shall deliver to the other party a copy of each policy of insurance maintained by it pursuant to Section 32.1. or 32.2., above, at least twenty (20) days prior to the expiration of any such policy, a copy of a renewal policy.

32.4. Waiver of Subrogation. To the full extent of any available insurance coverage, neither Tenant nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liable for personal injury, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

33. Estoppel Certificate. At any time and from time to time, within ten (10) days after either party shall request the same, Tenant or Tenant will execute, acknowledge and deliver to the other and to such mortgagee or other party as may be designated, a certificate in acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance

of obligations of the parties hereunder as may be reasonably requested. If a party fails to provide such certificate within ten (10) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted and the requesting party is hereby authorized to so certify.

34. Memorandum of Lease; Transfer Taxes. The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant whether in connection with recording or otherwise payable and arising under this Lease. In the event of termination of this Lease, within thirty (30) days after written request from Tenant, Tenant agrees to execute, acknowledge and deliver to Tenant an agreement removing such short form or memorandum of lease from record. If Tenant fails to execute such agreement within such thirty (30) day period or fails to notify Tenant within such thirty (30) day period of its reasons for refusing to execute such agreement, Tenant is hereby authorized to execute and record such agreement removing the short form or memorandum of lease from record. This provision shall survive any termination of this Lease.

35. Sale, Attornment. Upon any sale or other transfer by Tenant of its interest in the Premises, Tenant shall be relieved of any obligations under this Lease occurring thereafter and the transferee shall be substituted in place thereof. If any person shall succeed to all or part of Tenant's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

36. Article and Section and Paragraph Captions. The Article and Section and Paragraph captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

37. Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

38. No Joint Venture or Partnership. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

39. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

40. No Third Party Beneficiaries. Neither this Lease nor any article or section hereof creates or is intended to create any third party beneficiary rights in any person or entity.

41. Incorporation of Recitals. The recitals contained in this Lease are incorporated herein by this reference.

42. Arbitration. If, during the Term, there arises any matter or dispute between the parties under this Lease which the parties are unable to resolve to their mutual satisfaction and such unresolved matter or dispute continues for a period of thirty (30) days, then either party may submit such matter or dispute to arbitration according to the provisions of this Section 43.1; provided, however, if the parties agree thereto, such unresolved matter or dispute may be submitted to arbitration at any time without waiting for the passage of thirty (30) days. Within fifteen (15) days after giving of notice by one party to the other that it desires arbitration, two (2) arbitrators shall be chosen, one (1) by Tenant, and one (1) by Tenant, and within ten (10) days thereafter a third arbitrator shall be selected by the two (2) thus chosen. If either of the parties hereto fail to make such choice within the time herein provided then the party not in default in selecting an arbitrator, or either party, in the event that two (2) arbitrators so chosen shall have failed to select a third, may upon five (5) days' notice to the other party, request the American Arbitration Association, pursuant to the usual procedure of that organization in such cases, to choose an arbitrator or arbitrators to complete the panel of three (3) arbitrators. Should the American Arbitration Association fail or refuse to make such appointment, the same shall be made in accordance with the prevailing provisions of laws relating to arbitration of the Commonwealth of Massachusetts. The three (3) arbitrators, when duly appointed, shall investigate the facts, shall hold hearings and permit the parties to present evidence and arguments thereto, and shall render a decision by majority vote within thirty (30) days after the date upon which the last arbitrator is appointed, which decision shall be final and binding upon the parties hereto. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. If the arbitrators shall fail to render a decision within such thirty (30) day period, then either party shall have the right to institute such action or proceeding in such court as shall be appropriate in the circumstances. The arbitrators shall determine in what proportion the parties hereto shall bear the cost of such arbitration, except that each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of it and one-half (1/2) of the fees and expenses of the third arbitrator, if any. In determining

any question, matter or dispute before them, the arbitrators shall apply the provisions of this Lease without varying therefrom in any respect.

WITNESS the due execution hereof.

Landlord:

ATTEST:

GARDEN CORPORATION

Secretary

By: _____
President

[Corporate Seal]

Tenant:

ATTEST:

NEW BOSTON GARDEN CORPORATION

By:

Secretary

By: _____
President

[Corporate Seal]

EXHIBIT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;

SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;

NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.

NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;

NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;

SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.

SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;

SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

- SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;
- SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,
- NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

SUPPLEMENTAL MATERIALS

N/A

OTHER DOCUMENTS

Architectural drawings, 1931-1932, 1933-1934 and 1935-1936, detailing building plans, elevations and sections showing the construction of the building and the grounds and the surrounding area. The drawings are in pencil and ink on paper and are arranged in a chronological order. The drawings are of various sizes and are arranged in a chronological order. The drawings are of various sizes and are arranged in a chronological order.

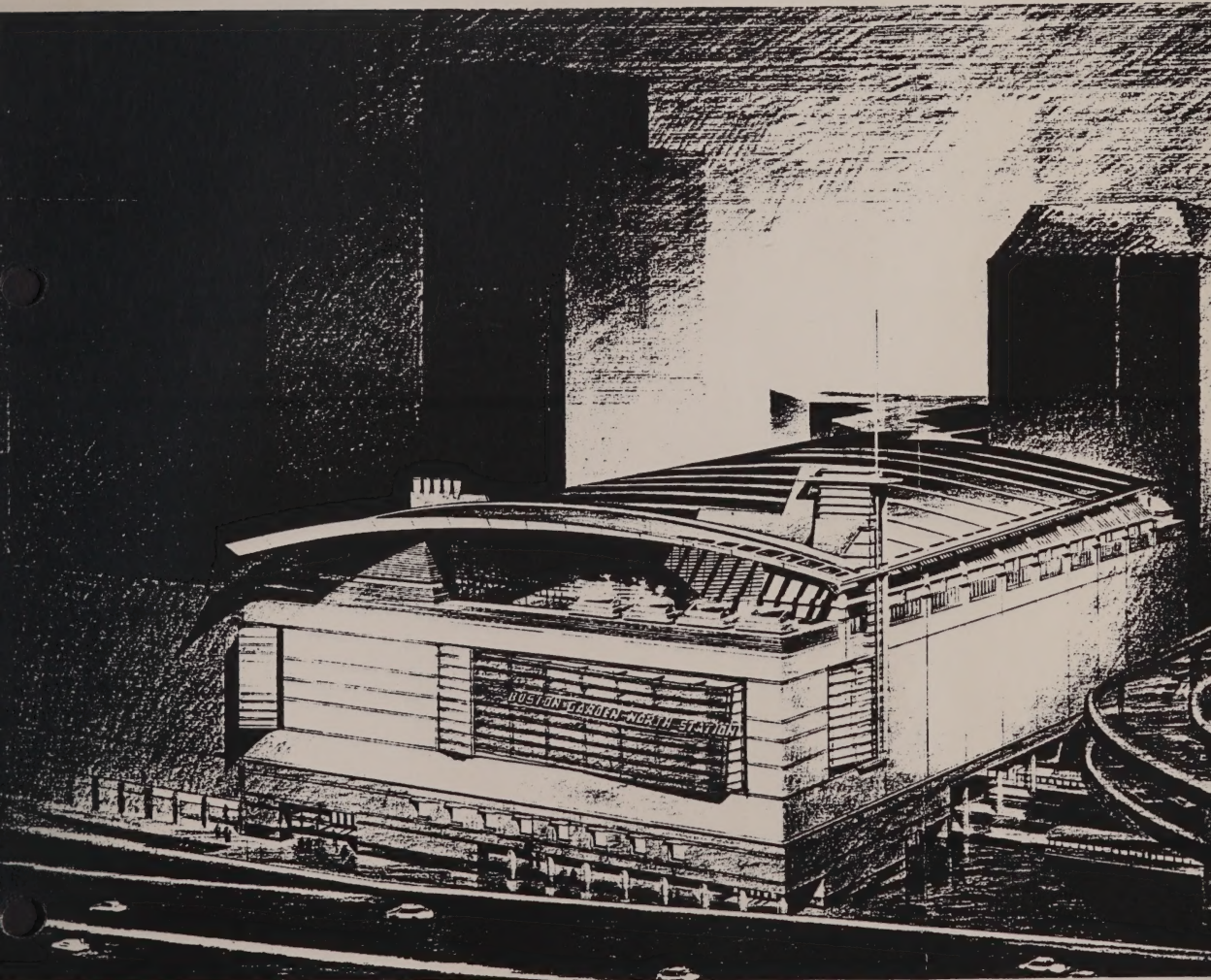
ARCHITECTURAL AND DESIGN EXHIBITS

Architectural Drawings A201-A212, A501-A504 and A331-A334, detailing building plans, elevations and sections showing the organization of functions and spaces are being submitted with this Application but due to their size are not included in this binder. Additionally, the charcoal rendering indicating the planned appearance of building elevations and the concept for finish materials is being submitted and is included in this binder.

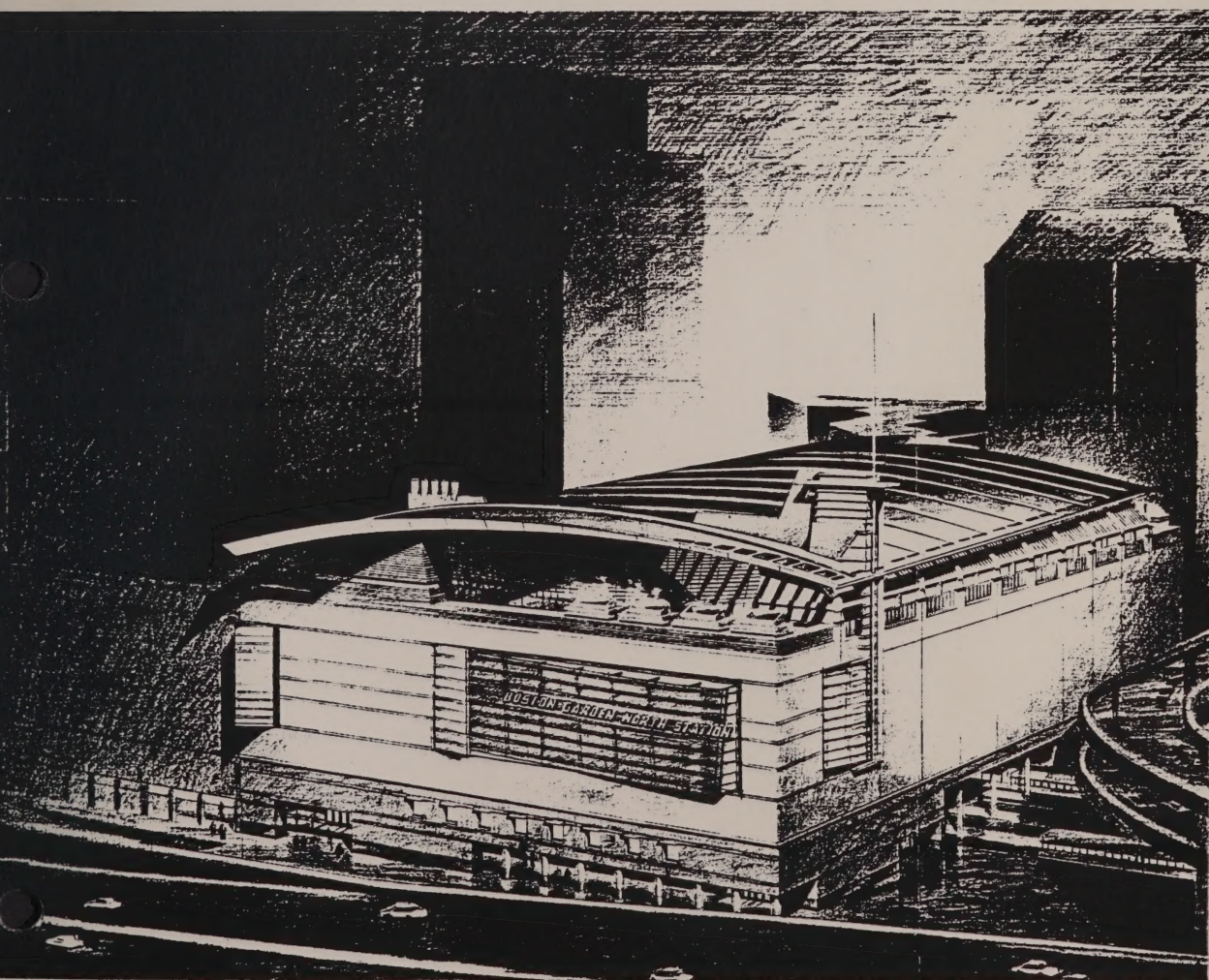
The New Boston Garden Arena



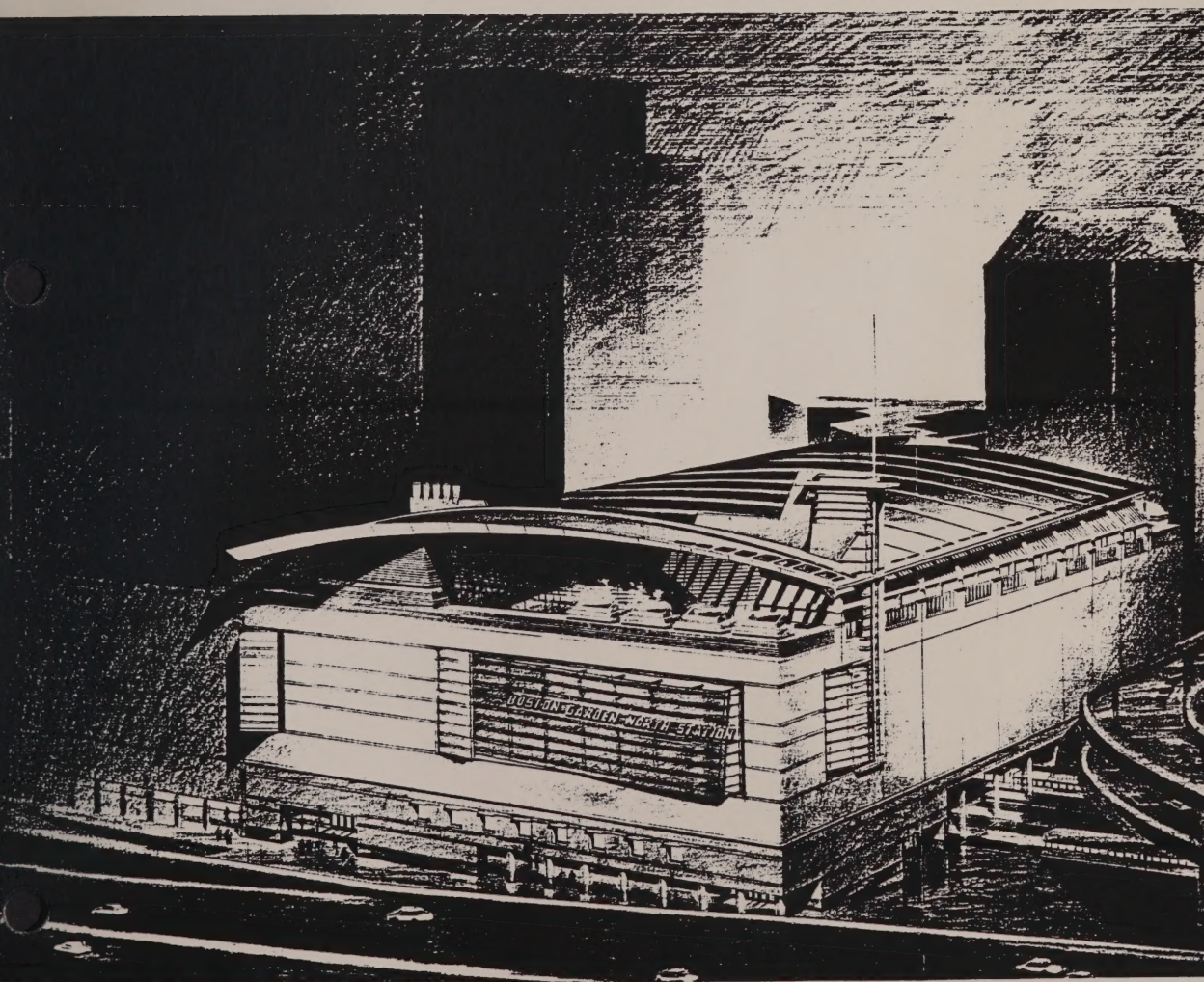
The New Boston Garden Arena

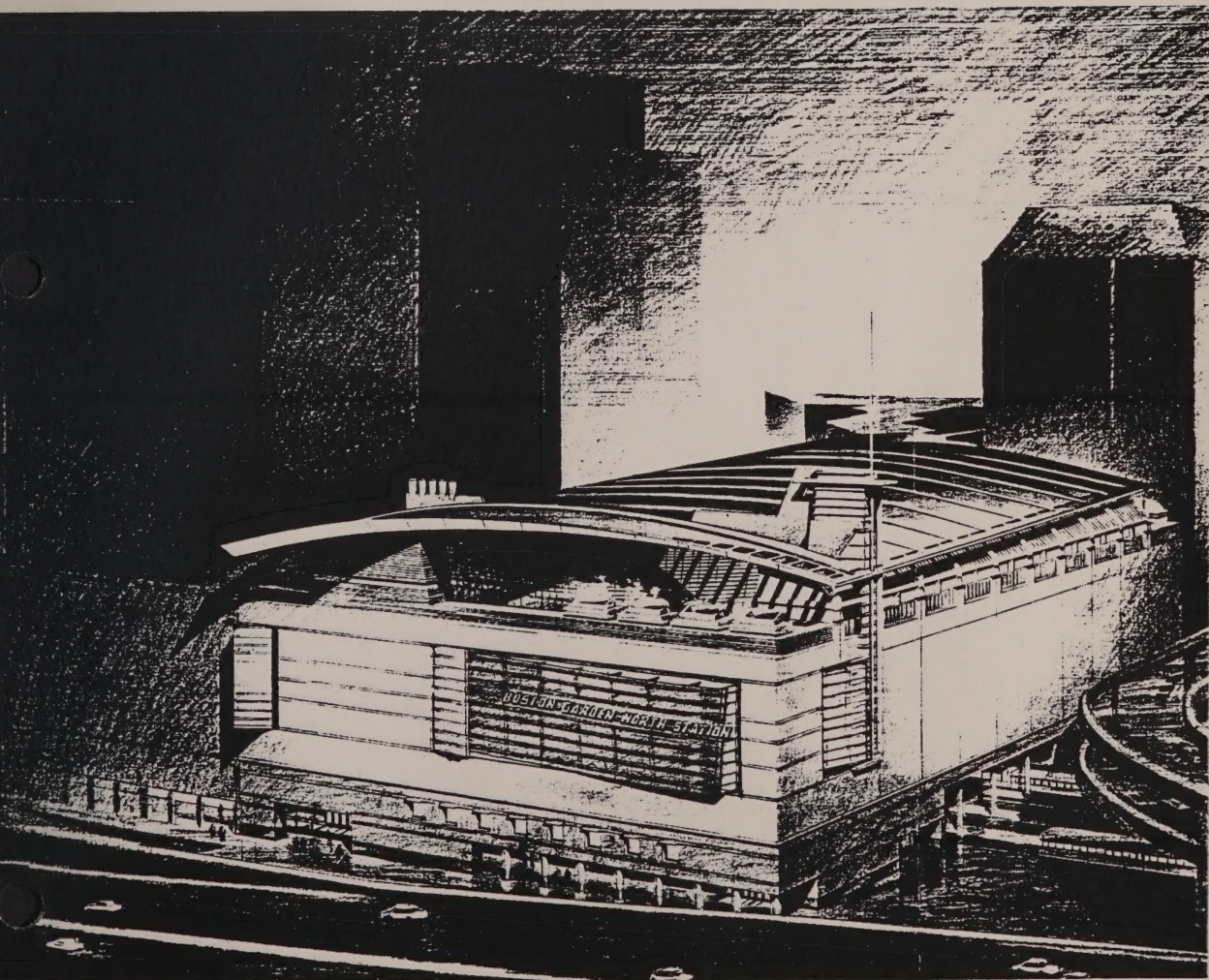


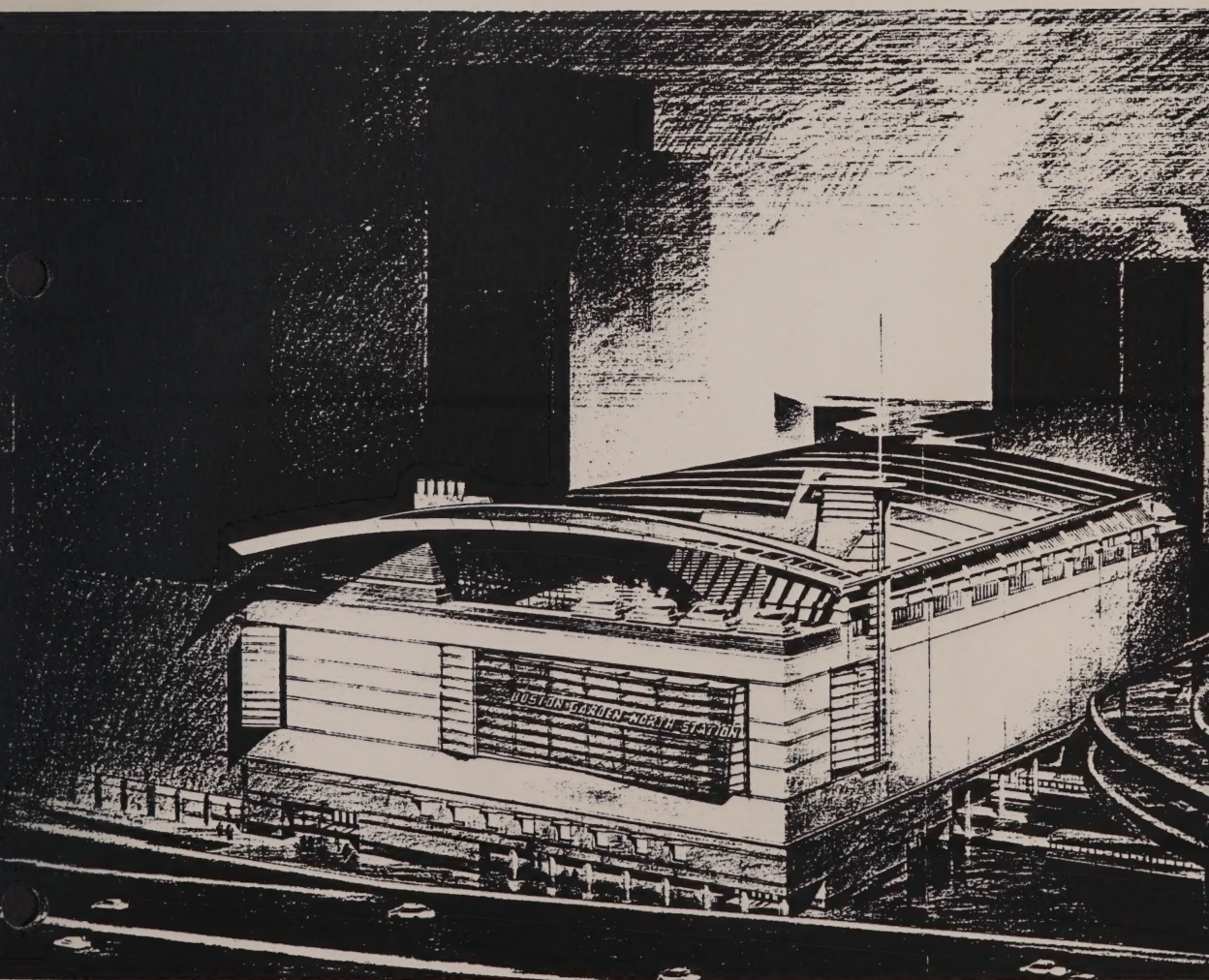
The New Boston Garden Arena

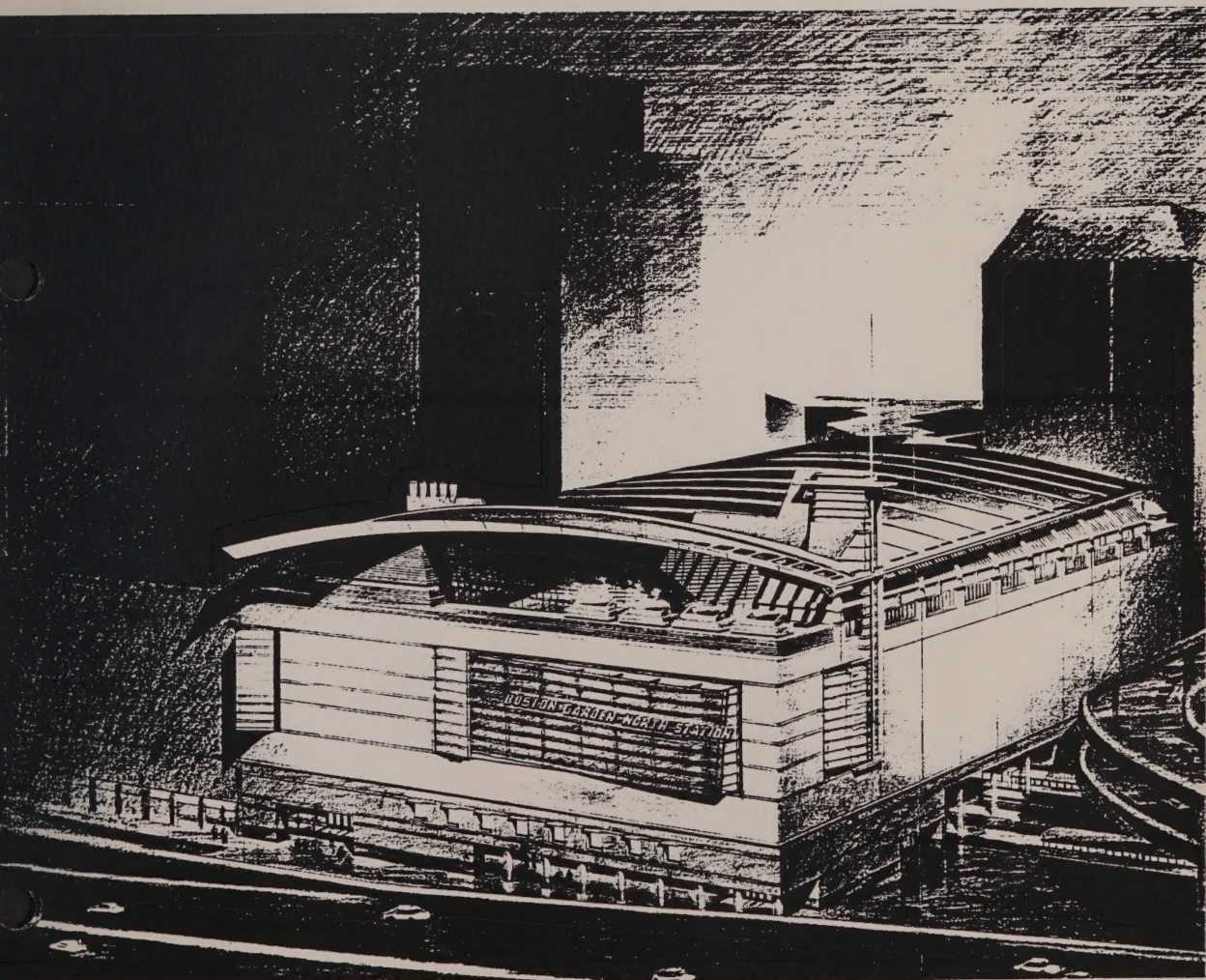


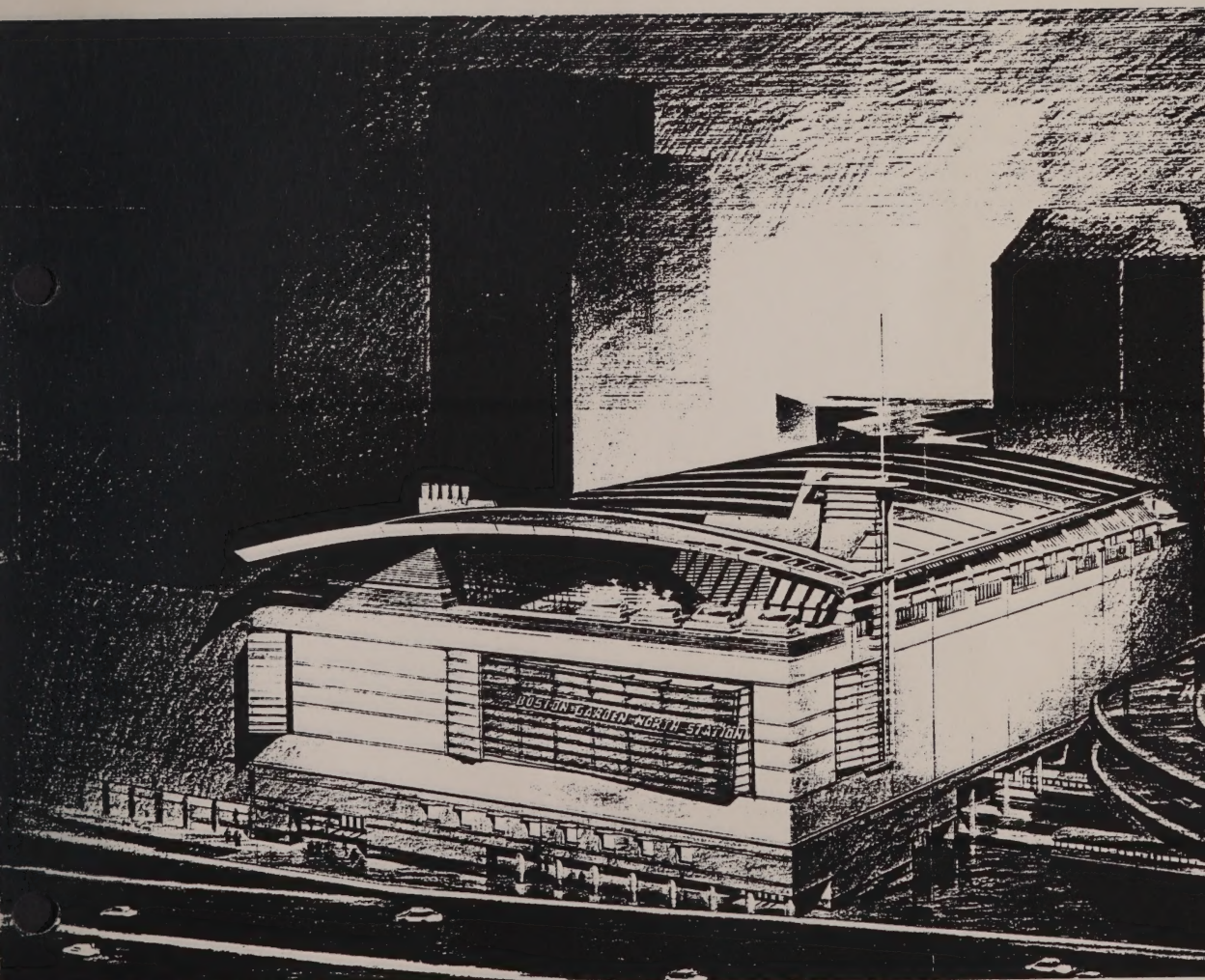
The New Boston Garden Arena

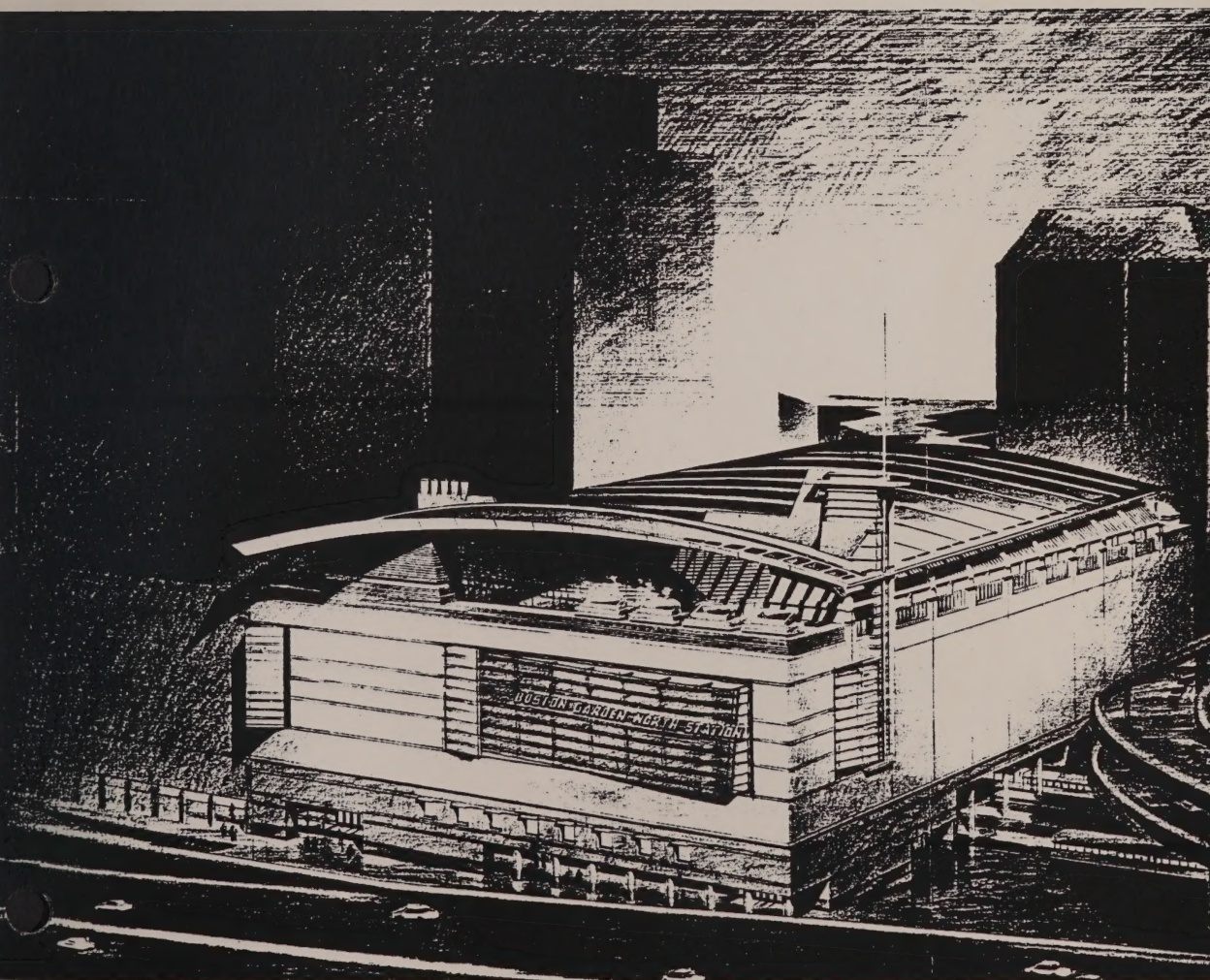


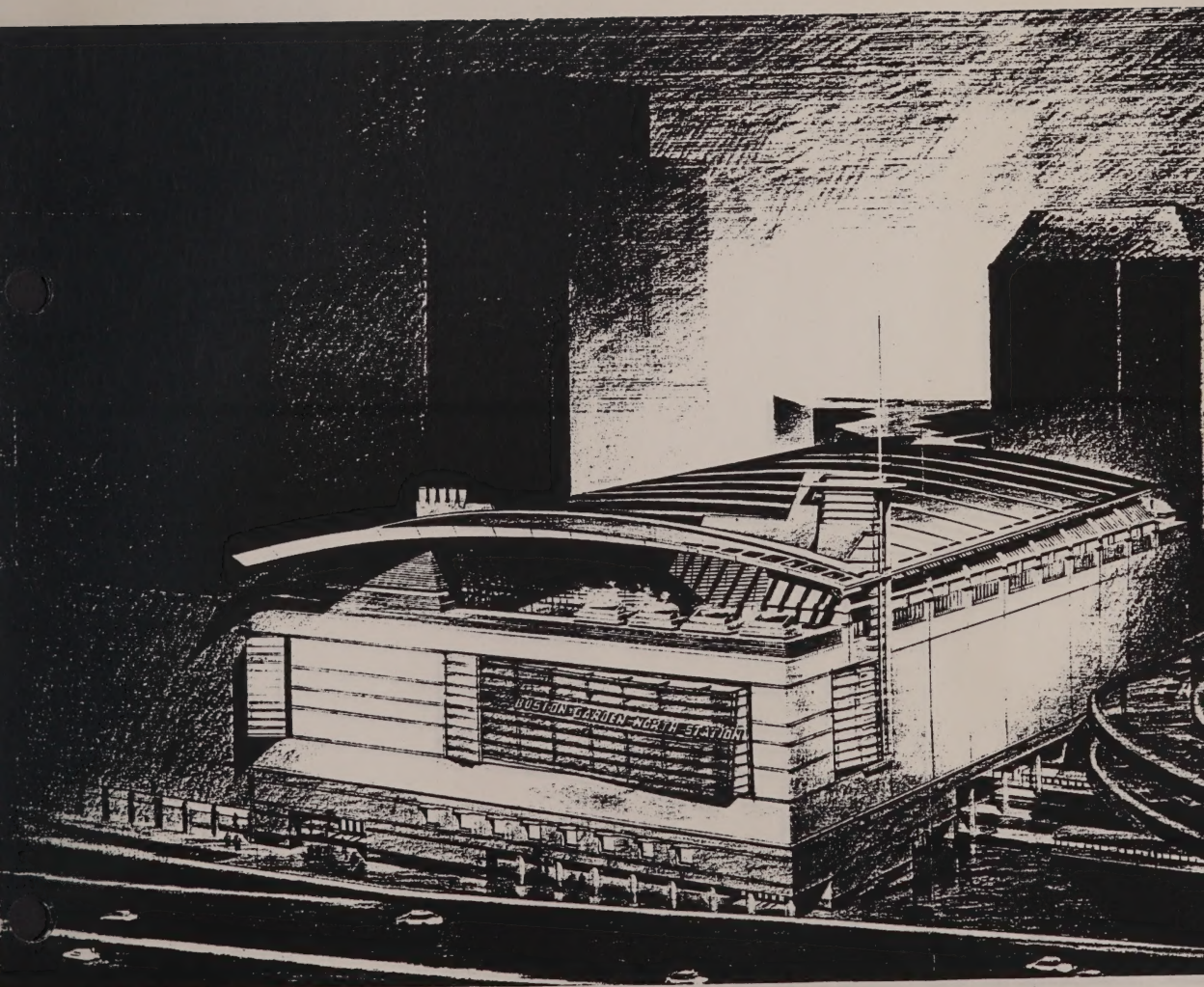


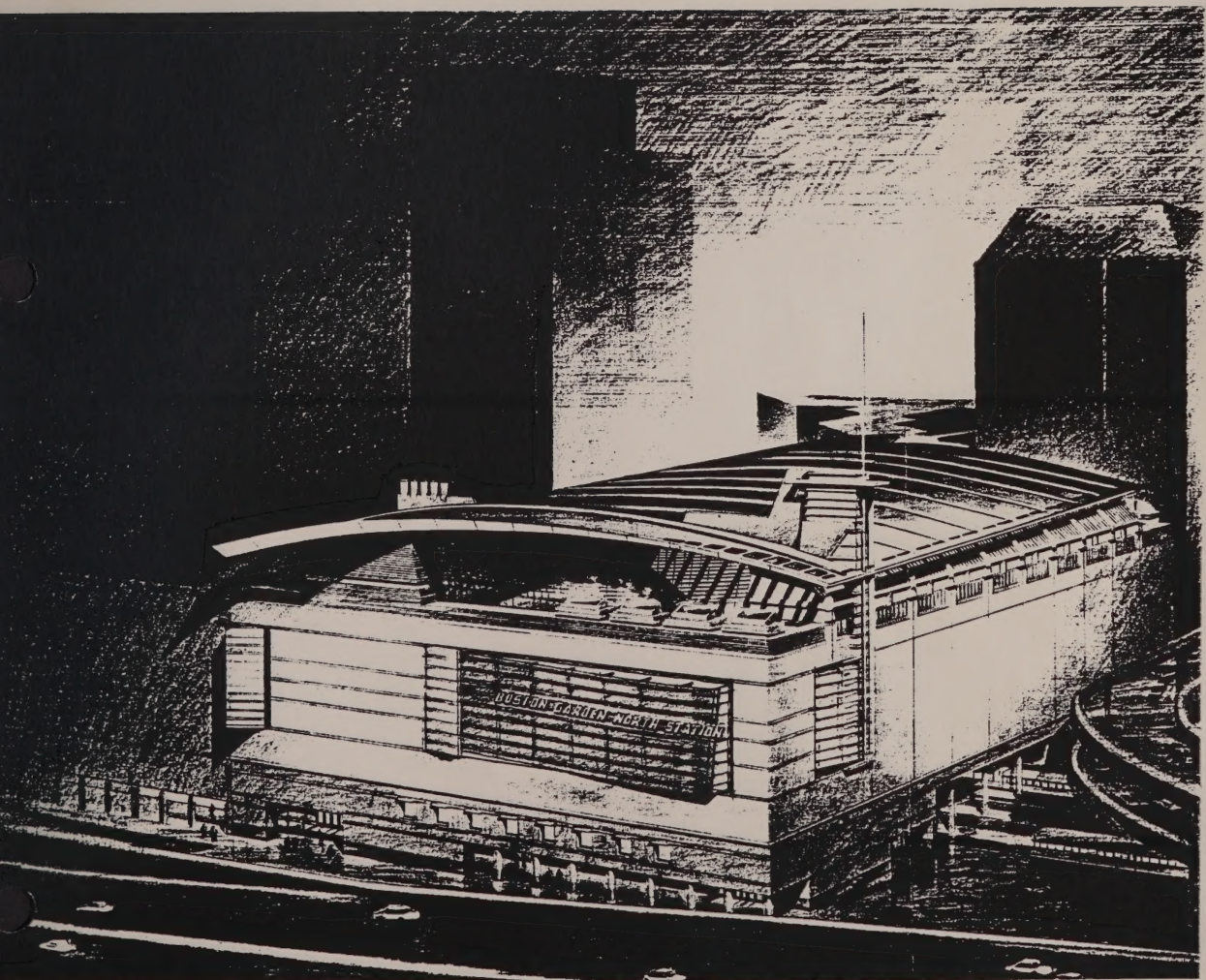


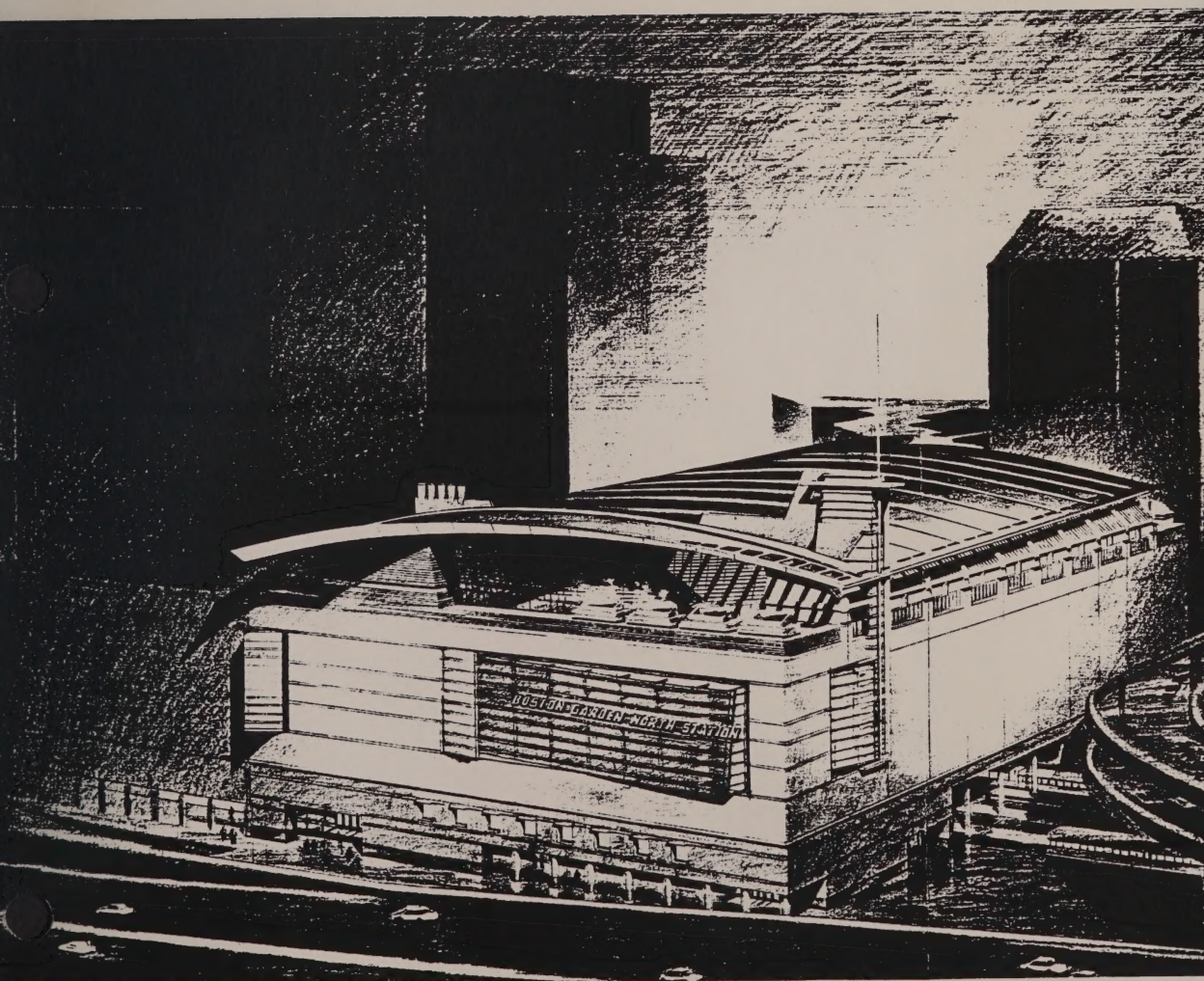


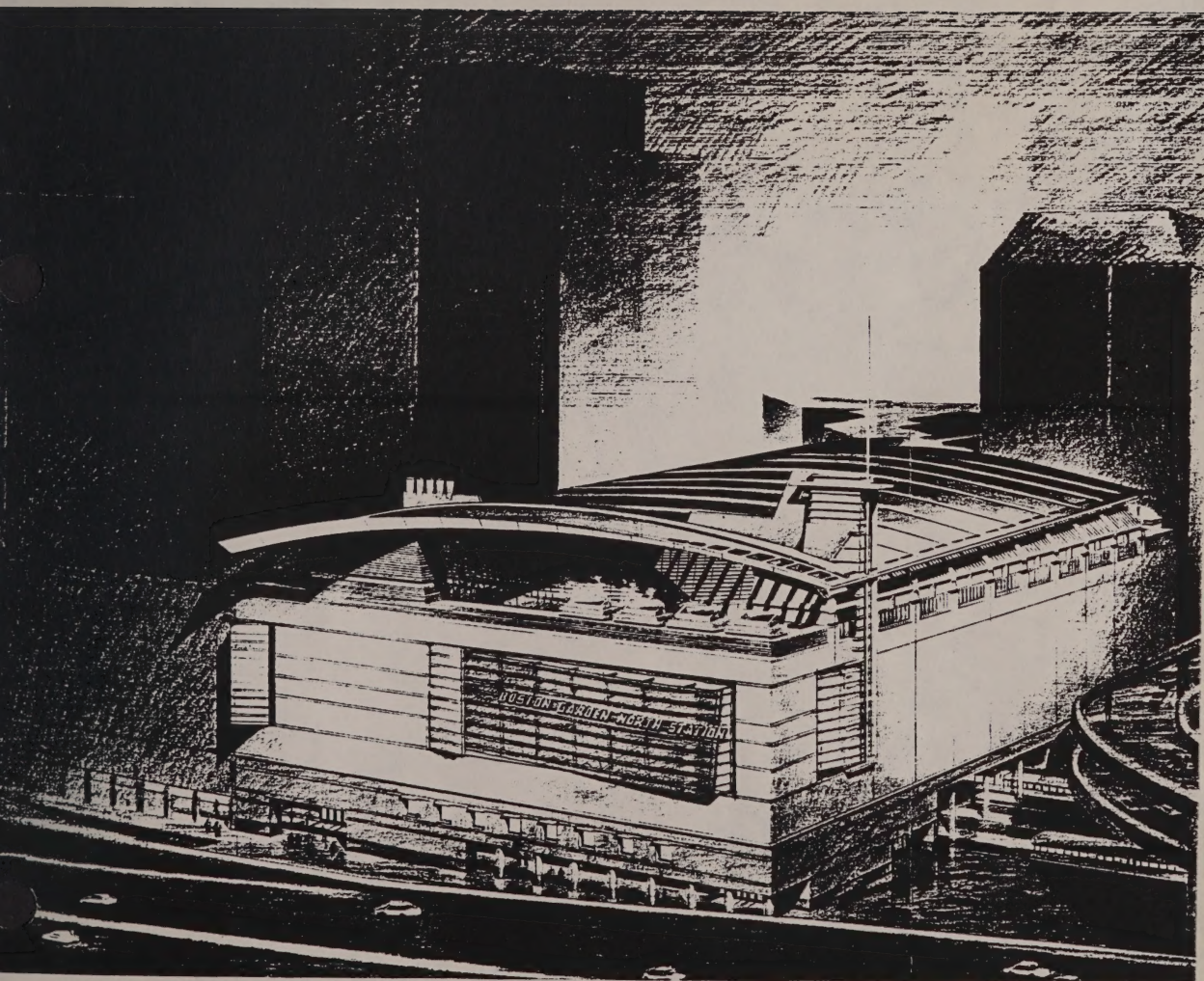


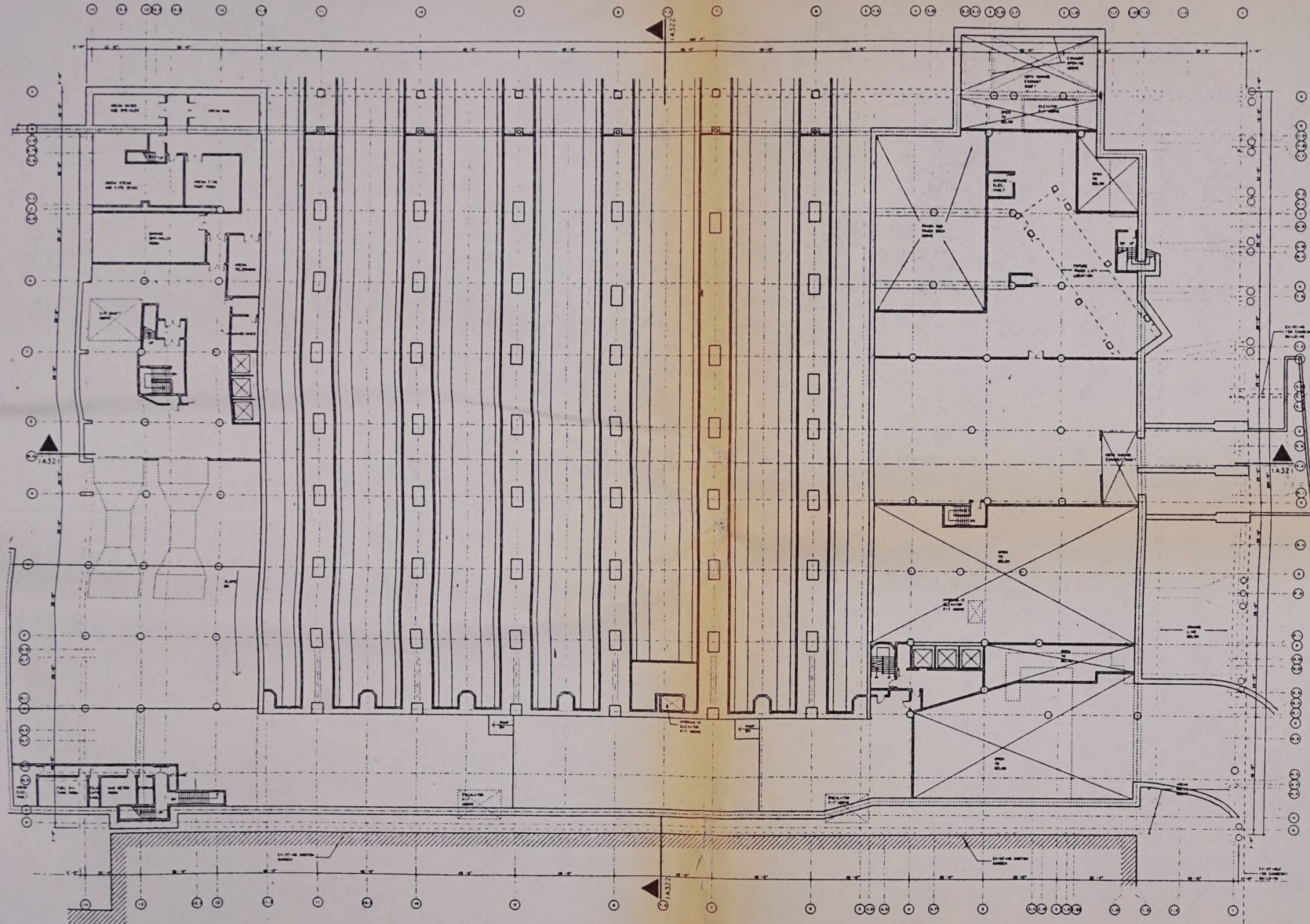












1 INTERMEDIATE GARAGE LEVEL - EL 4'-0"

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New Boston Garden

New Boston Garden Corporation
A Delaware North Company

NOVEMBER 2, 1990

Issue / Date

Drawn

Checked

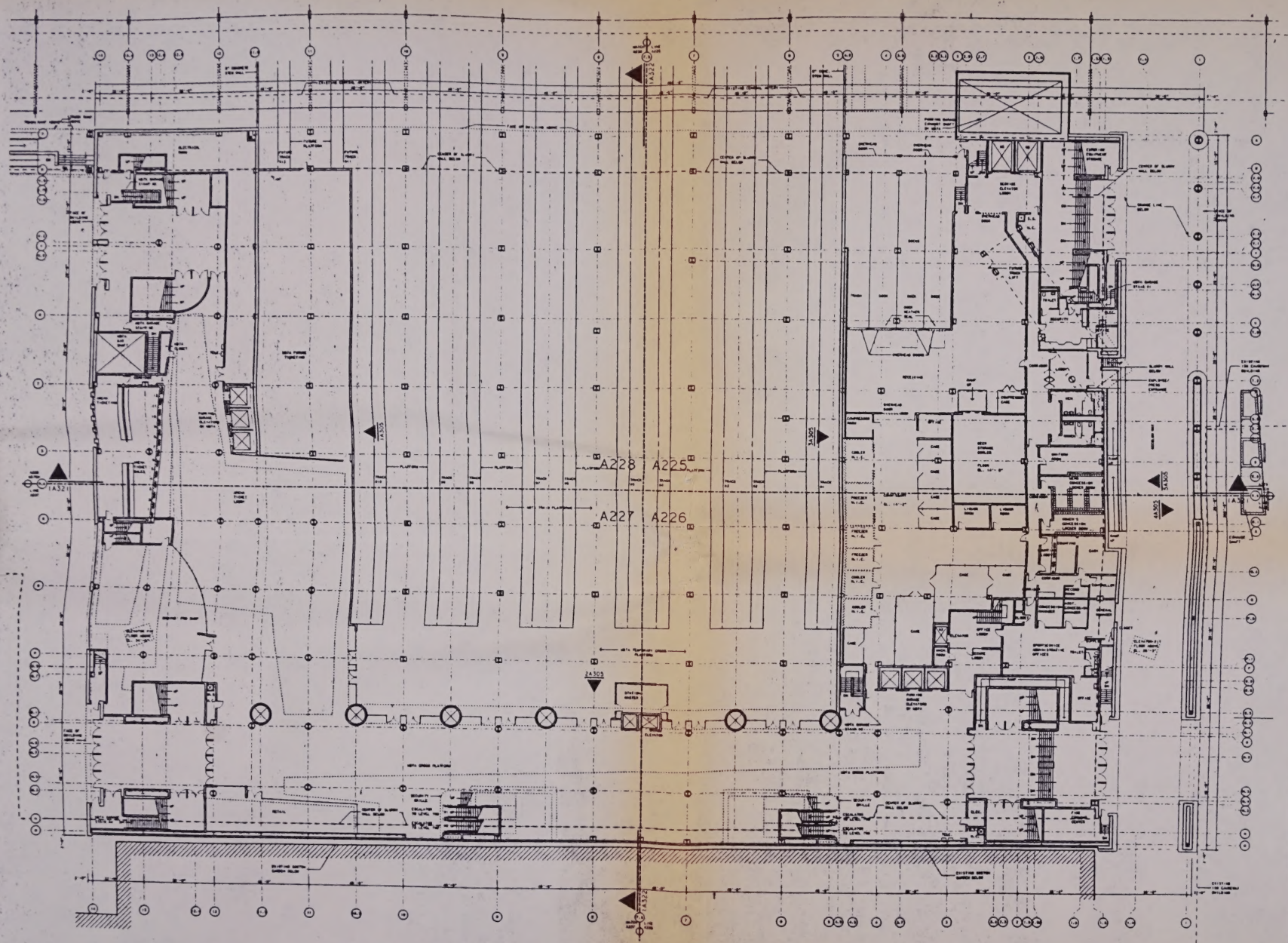
Commission Number: 0010-0014



Key Plan

INTERMEDIATE
GARAGE LEVEL
EL. 4'-0"

A201



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NOVEMBER 2, 1990

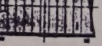
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Checked

Commission Number

MEP-0114



Key Plan

LEVEL ONE

EL. 14'-2"

1 LEVEL ONE EL. 14'-2" (GROUND LEVEL)

A202

OWNER REVIEW - NOT FOR CONSTRUCTION

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DATE: 11/11/99
DRAWN BY: J. L. J.

MAR 20 1991

CONSTRUCTION DEPT

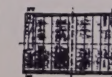
NOVEMBER 2, 1990

Issue / Date

Drawn

Checked

Consultation Number 800P-001A



Key Plan

LEVEL TWO
EL. 29'-6"

A203

1 LEVEL TWO EL. 29'-6" (ARENA ENTRANCE LEVEL)

OWNER REVIEW - NOT FOR CONSTRUCTION

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CONSTRUCTION DEPT

NOVEMBER 2, 1990

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Commission Number 0000-0014



Key Plan

LEVEL THREE
EL. 45'-0"

A204

1 LEVEL THREE EL. 45'-0" (EVENT FLOOR LEVEL)

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NOV 20 1994

NOV 20 1994

NOV 20 1994

NOVEMBER 2, 1994

Drawn / Date

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Submission Number: 0004-0014

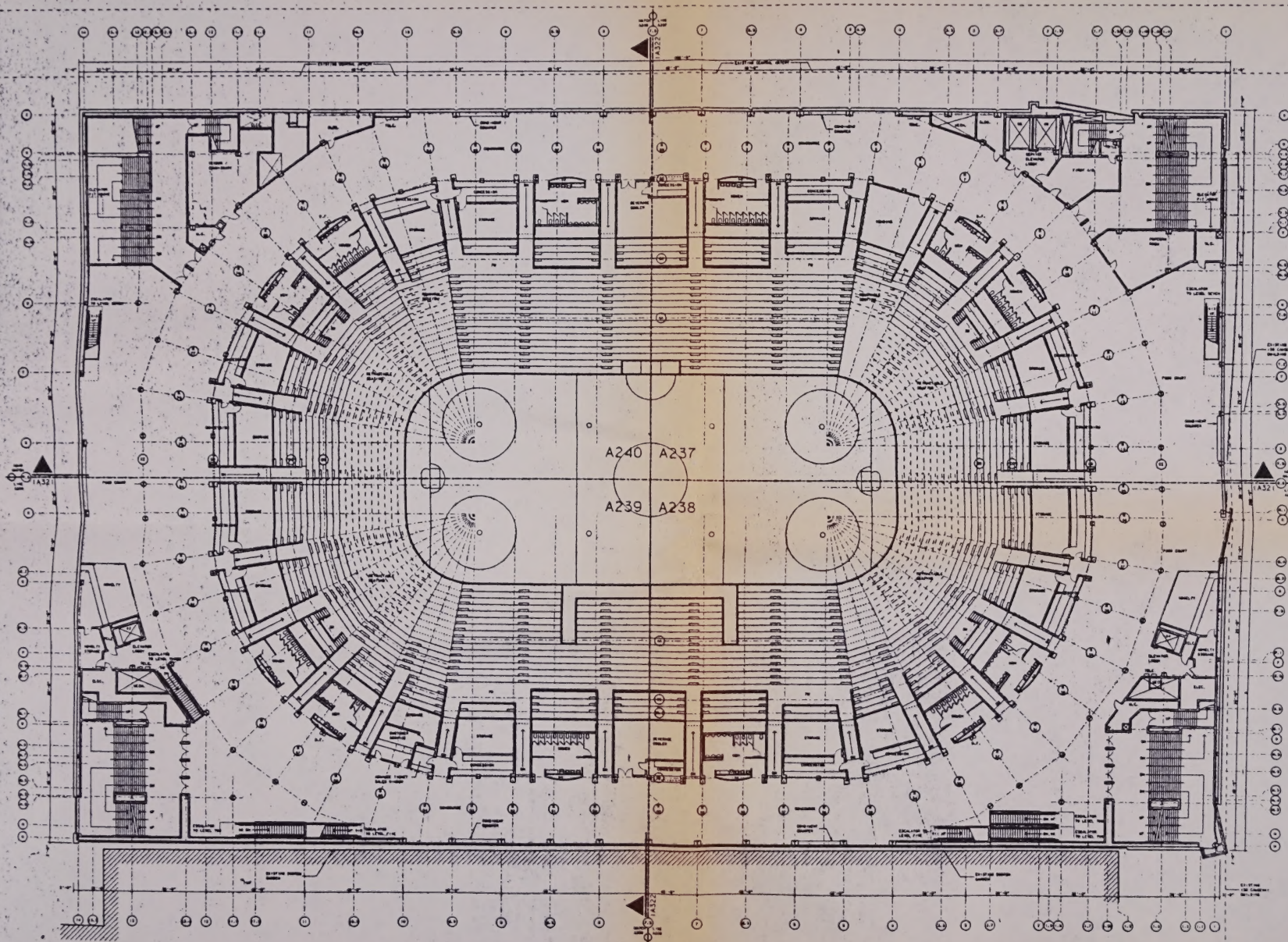


Key Plan

LEVEL FOUR
EL. 62'-0"

A205

1 LEVEL FOUR EL. 62'-0" (LOWER DECK CONCOURSE)



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CONSTRUCTION

NOVEMBER 2, 1990

Issue / Date
Revised
Supplemental
Exhibit



Key Plan
LEVEL FIVE
EL. 78'-0"

A206

1 LEVEL FIVE EL. 78'-0" (PREFERRED SEATING/LOWER SUITE LEVEL)

OWNER REVIEW, NOT FOR CONSTRUCTION

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NOVEMBER 2, 1990

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Compliance Number: 9004-3016



Key Plan

LEVEL SIX
EL. 87'-3"

1 LEVEL SIX EL. 87'-3" (UPPER SUITE LEVEL)

A207

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CONSTRUCTION

NOVEMBER 2, 1990

Issue / Date

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Checked

Examination Number 8852-0012



Key Plan

LEVEL SEVEN
EL. 97'-1"

A208

1 LEVEL SEVEN EL. 97'-1" (UPPER DECK CONCOURSE)

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CONSTRUCTION

NOVEMBER 2, 1990

Date / Date

Drawn Checked
Sawyer/Smith Sawyer/Smith

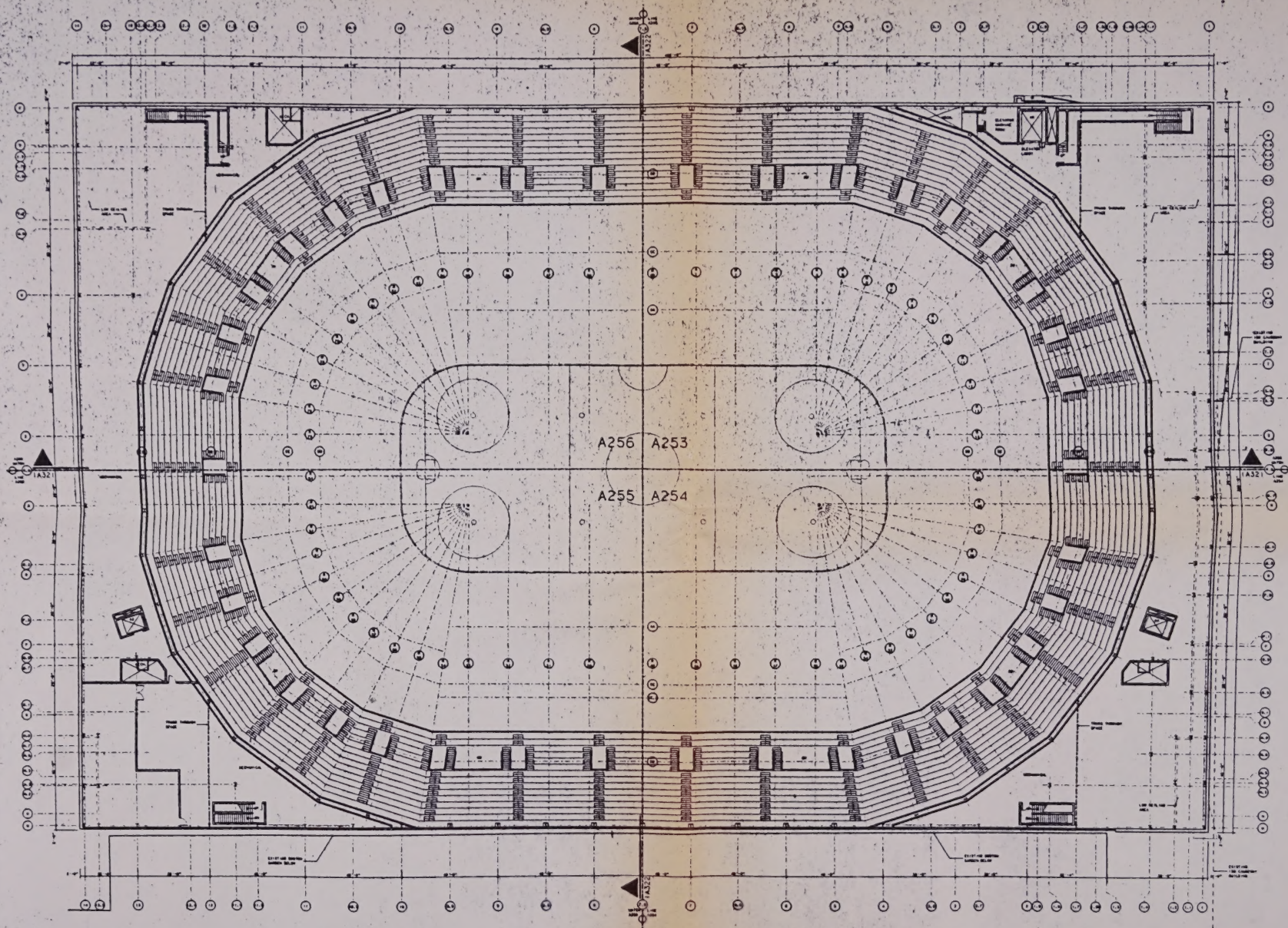


Key Plan

LEVEL EIGHT
EL. 111'-6"

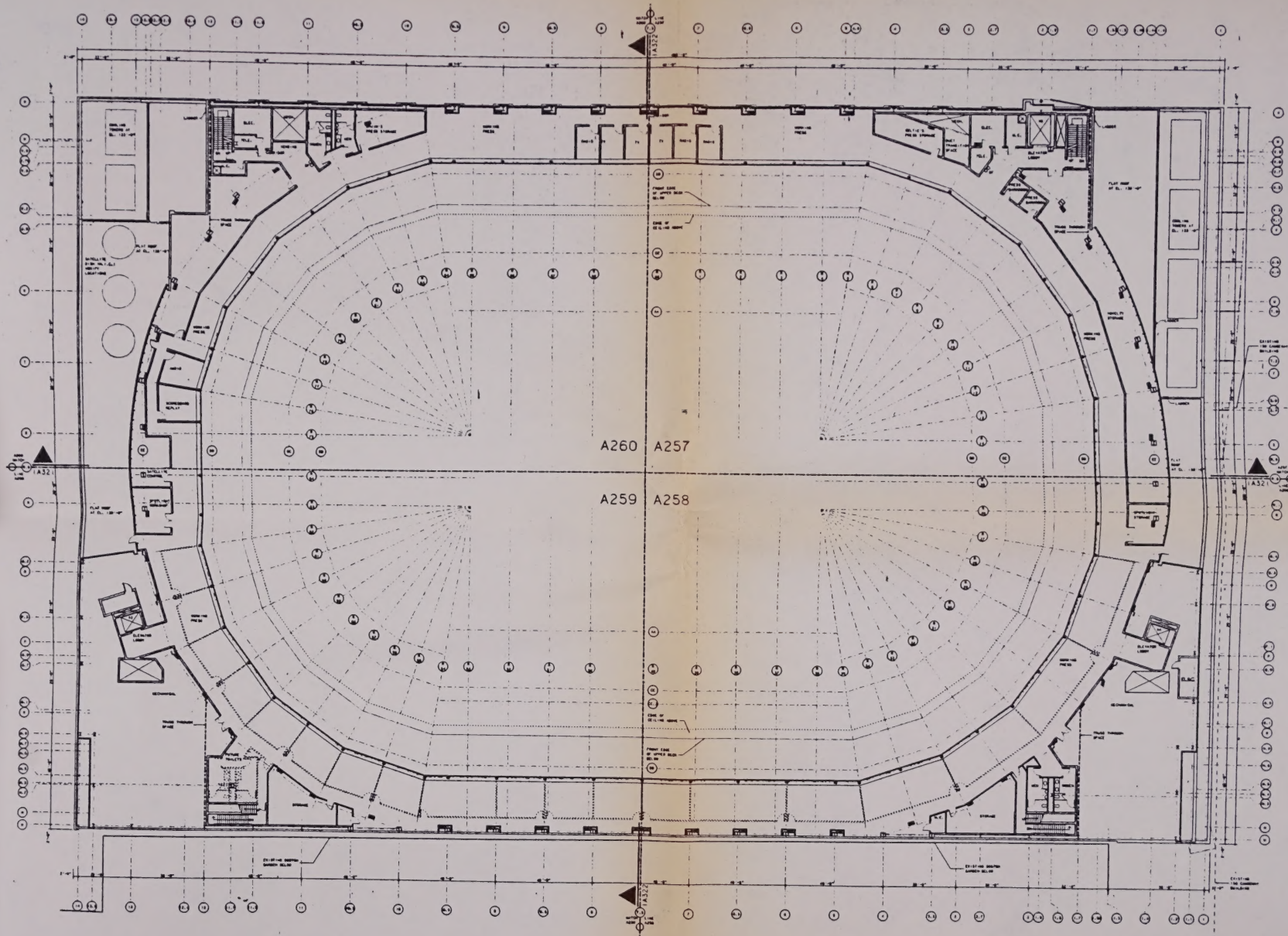
A209

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1 LEVEL EIGHT EL. 111'-6" (MECHANICAL LEVEL)

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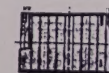
MAR 28 1991

CONSTRUCTION

NOVEMBER 2, 1990

Issue / Date

Drawn: _____ Checked: _____
Drawing Number: 9004-001A



Key Plan

LEVEL NINE
EL. 130'-0"

1 LEVEL NINE EL. 130'-0" (PRESS/MECHANICAL LEVEL)

A210

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MAR 20 1991

NOVEMBER 2, 1990

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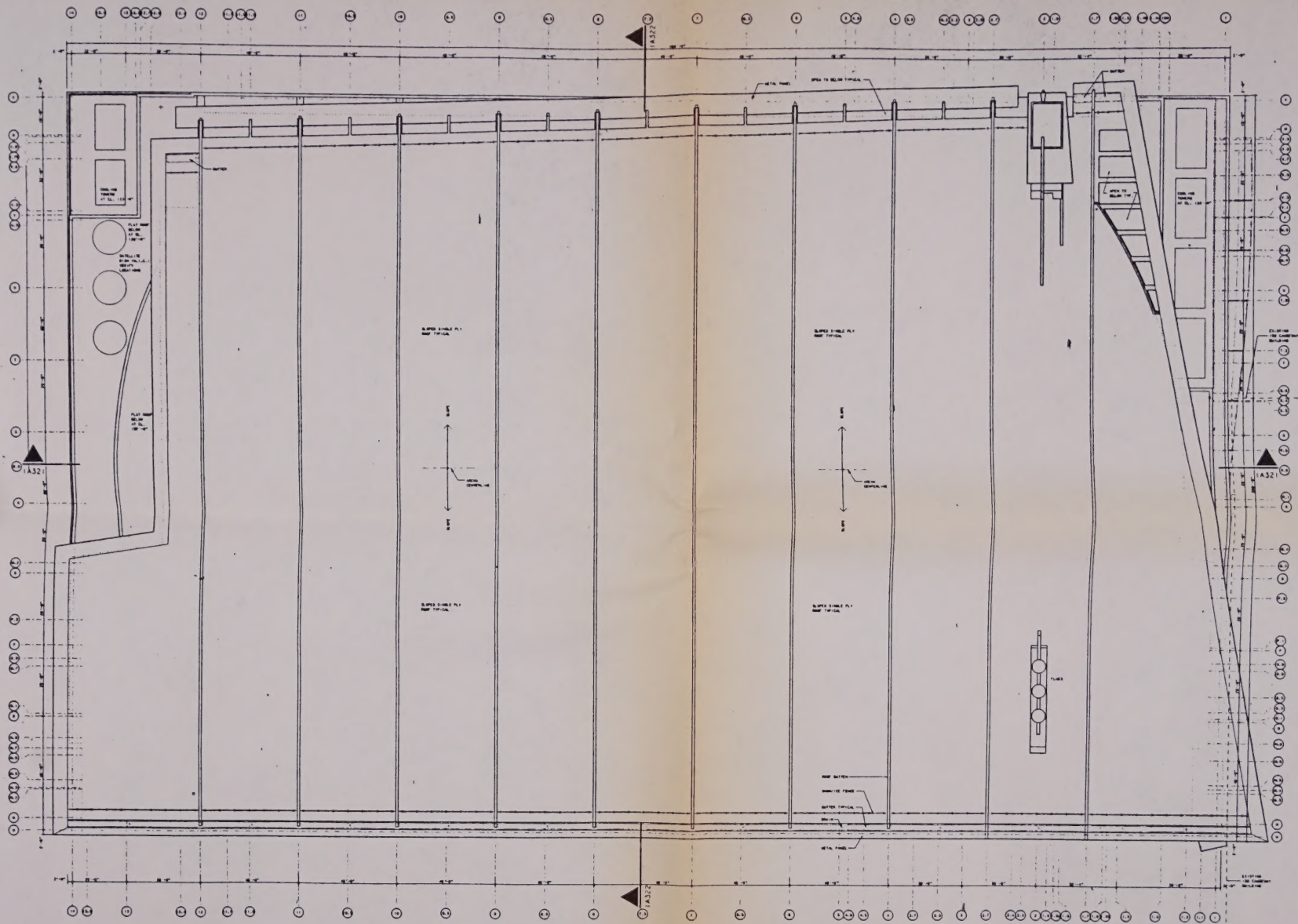
Key Plan

LEVEL TEN
EL. 141'-6"

1 LEVEL TEN E.141'-6" (CATWALK / MECHANICAL LEVEL)

A211

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New Boston Garden

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MAR 20 1991

NOVEMBER 2, 1990

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Drawn

Checked

Commission Number 8000-0015



Key Plan

ROOF LEVEL

1 ROOF LEVEL

A212

OWNER REVIEW, NOT FOR CONSTRUCTION



New Boston Garden Corporation
A Delaware North Company

NOVEMBER 2, 1990

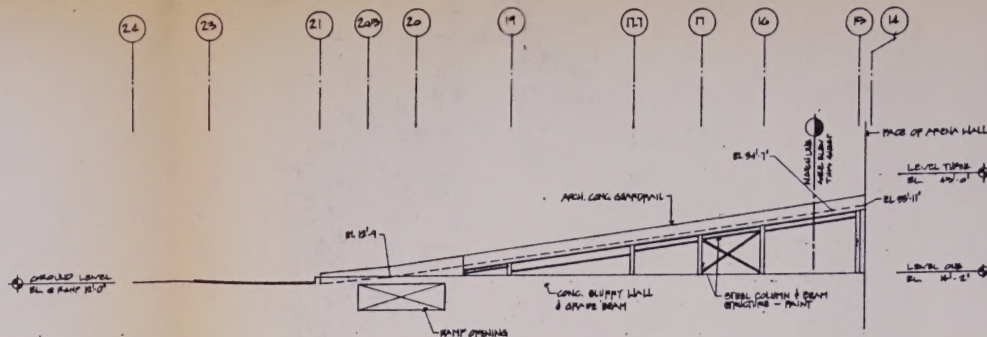
James / De La

Group: MED-AH District:
Completion Number: MED-0014

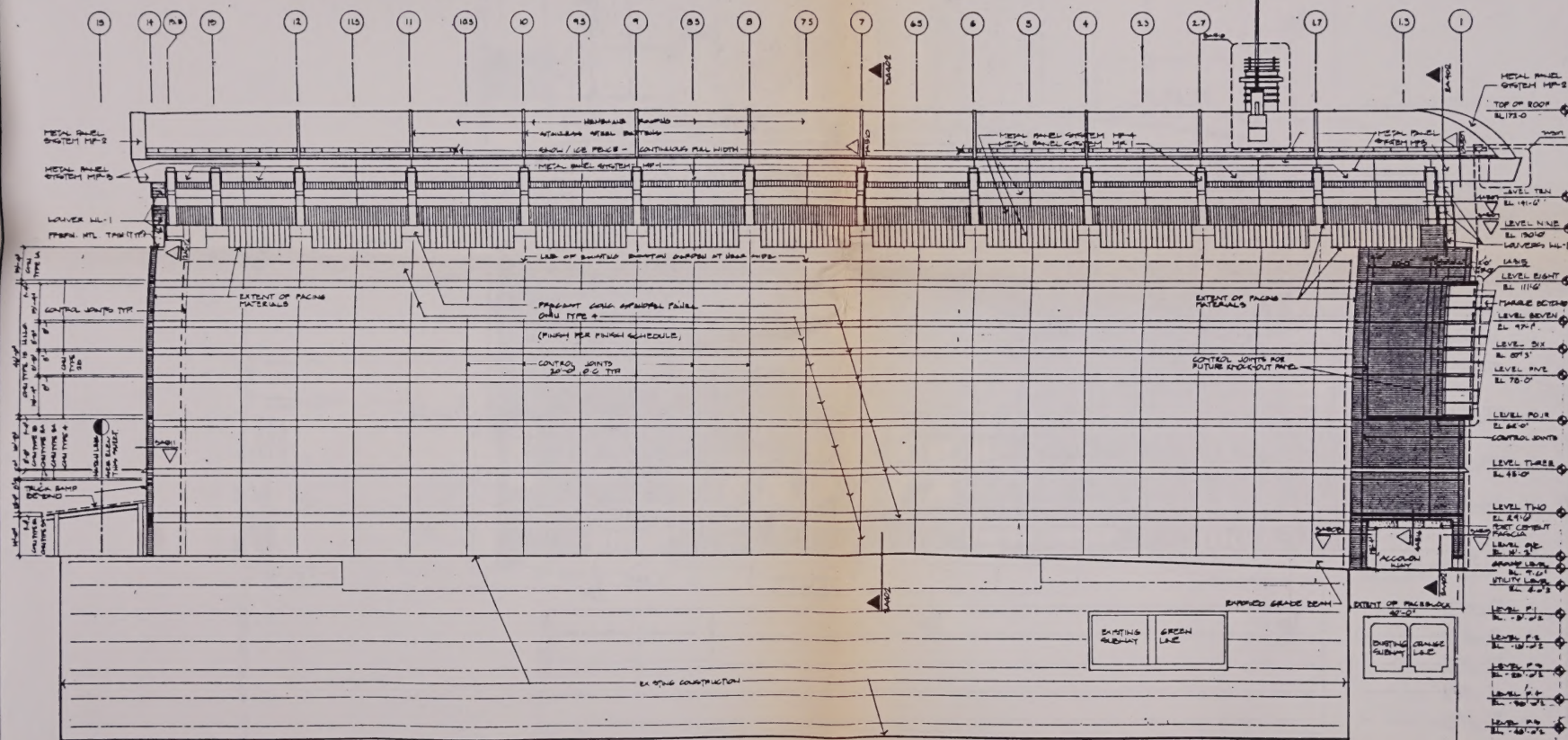


EAST ELEVATION

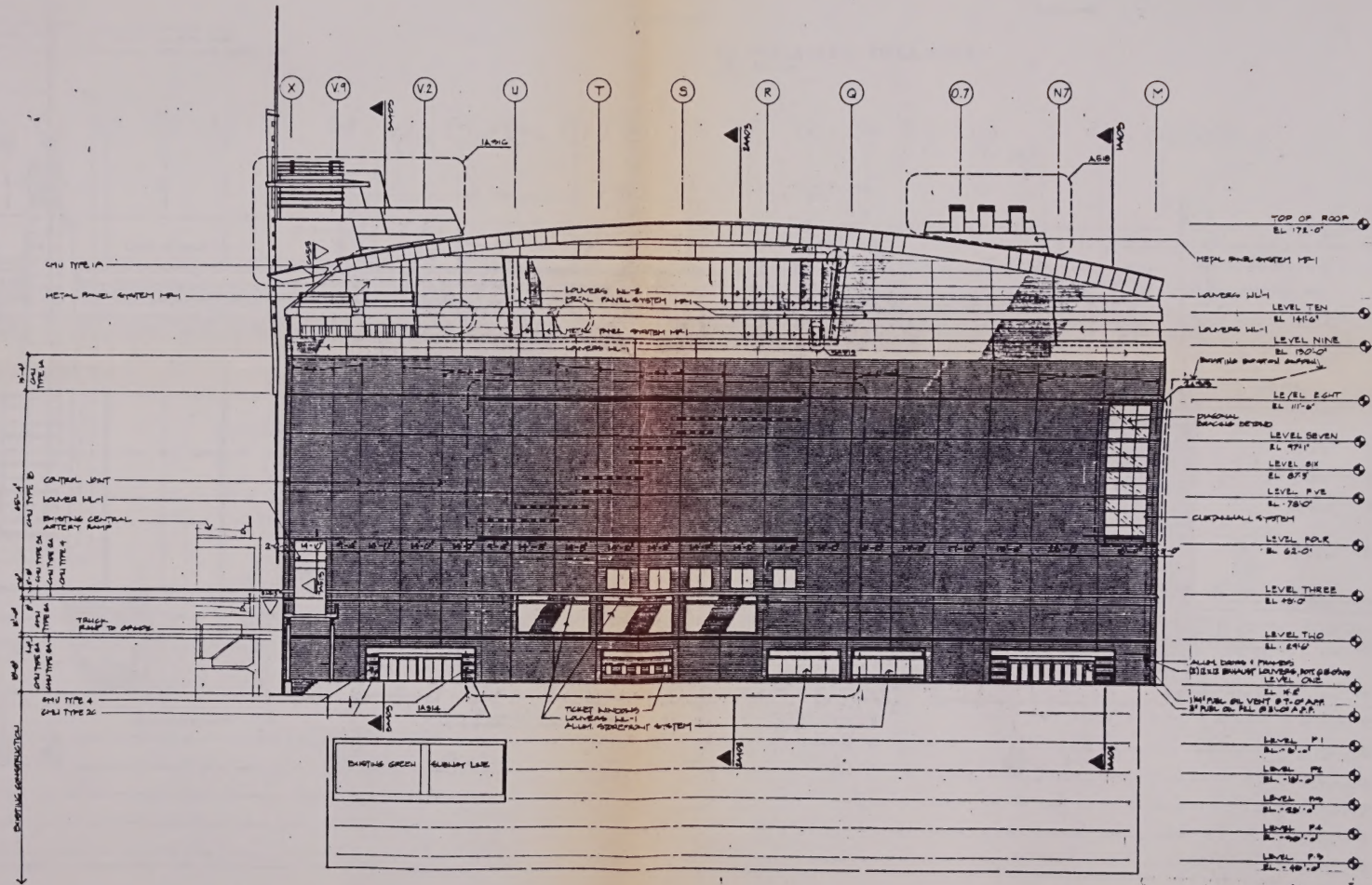
A501



2 SOUTH ELEV. - TRUCK RAMP
1/16" = 1'-0"



1 SOUTH ELEVATION
1/16" = 1'-0"



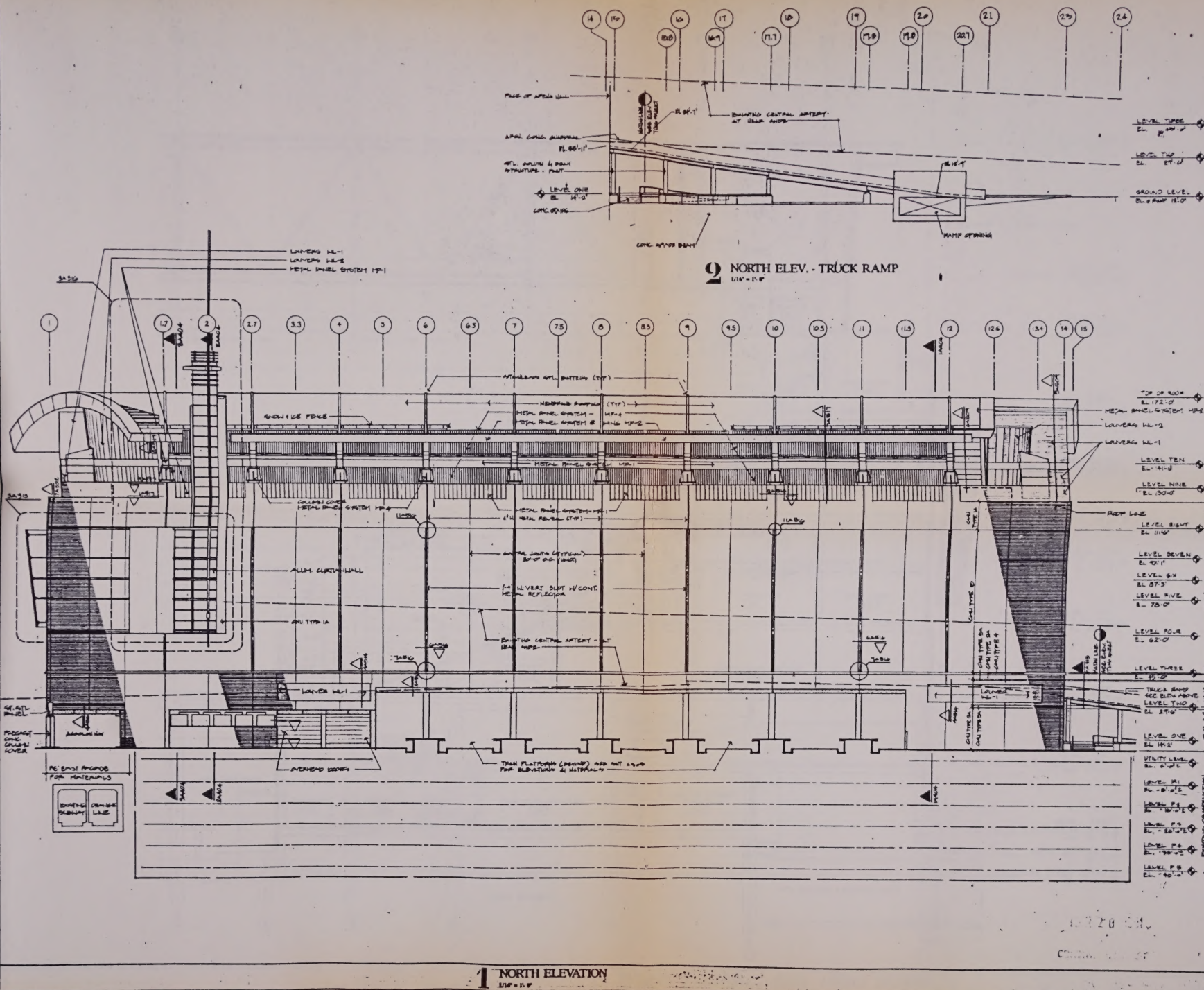
Ellebe Becket, Inc.
808 West 47th
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868 861 4443
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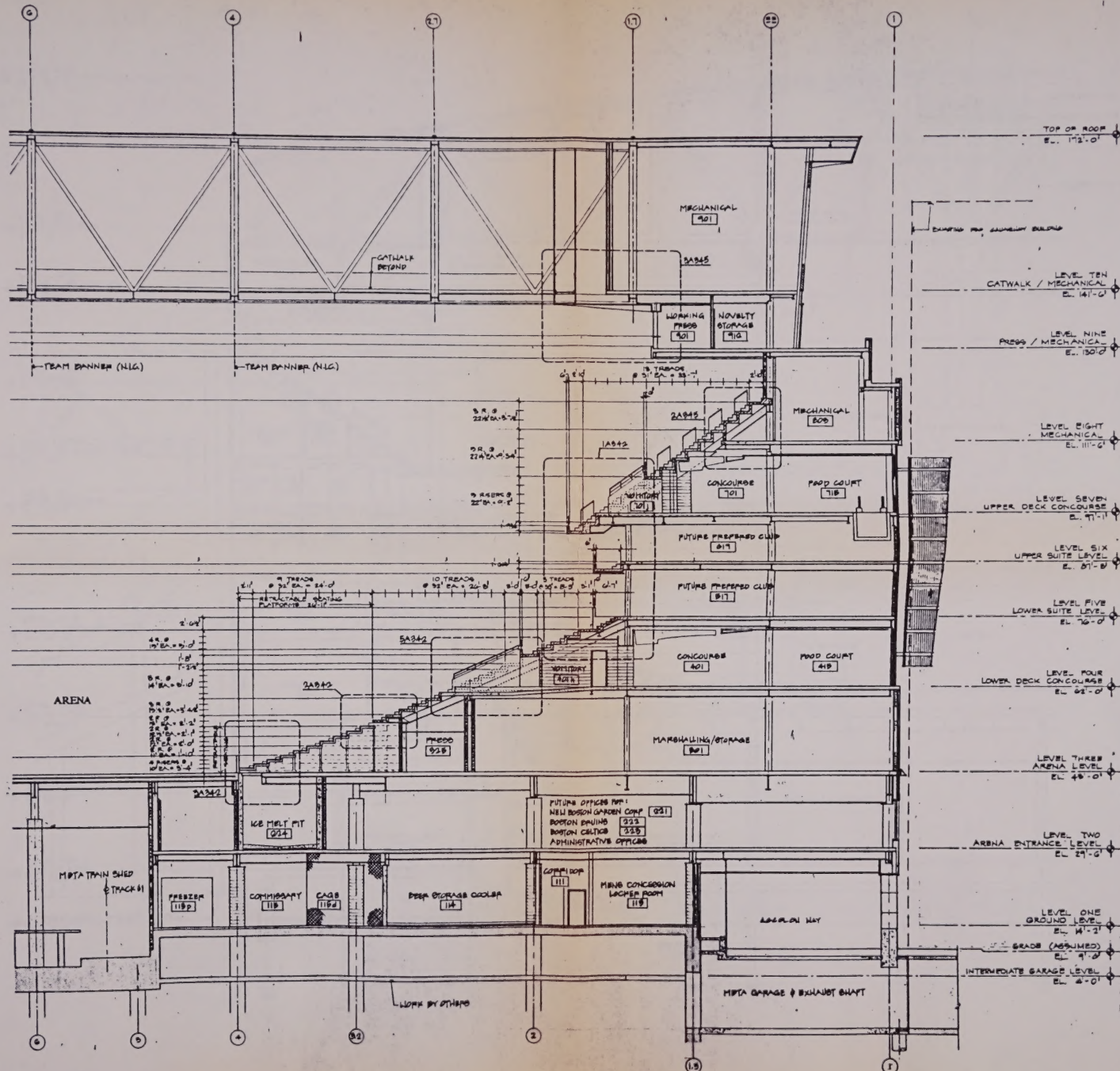
New Boston Garden
New Boston Garden Corporation
A Delaware North Company

NOVEMBER 1971
JAN 2 1972
JAN 1972
JAN 1972
JAN 1972



NORTH LEONVOTE

A504



1 ENLARGED PARTIAL EAST ARENA SECTION

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Consulting Engineers
MEP+FP Engineers

Flack + Kurtz
475 Fifth Avenue
New York, New York 10017
Tel: 212 512 8600
Fax: 212 512 7450

New Boston Garden

New Boston Garden Corporation
A Delaware North Company

REVISIONS
NO. / DATE
BY: JMA/ACC/GBY
CHECKED: JMA/ACC/GBY

ENLARGED PARTIAL
EAST ARENA SECTION

A331

OWNER REVIEW - NOT FOR CONSTRUCTION

New Boston Garden Corporation
A Delaware North Company

NOVEMBER 2, 1999

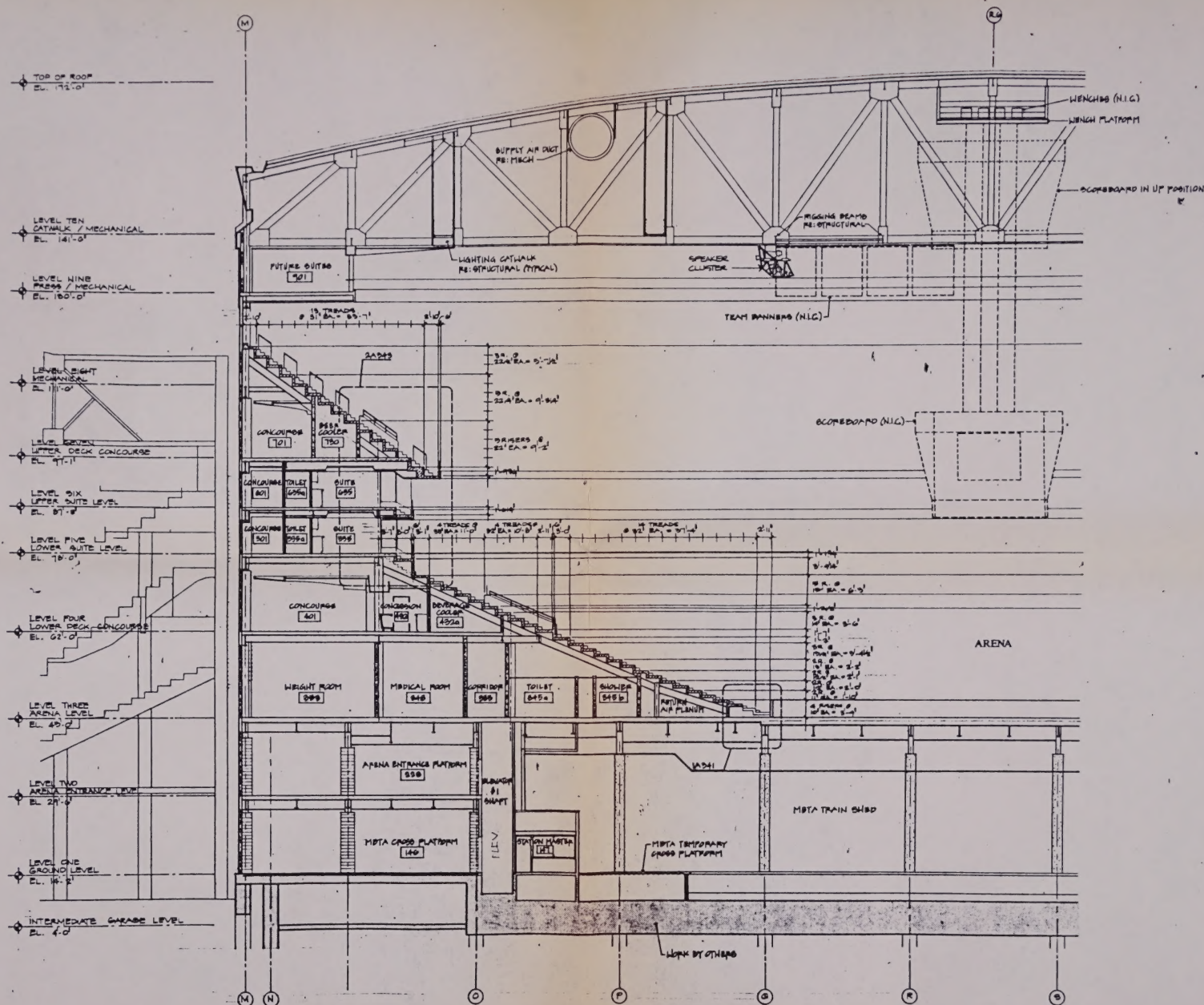
January / Date

Pravag HAL / AOC / ☒ Checked
Commission Number 8850-281A

ENLARGED PARTIAL
SOUTH ARENA SECTION

A332

© 1990 Elvira Beckard



1 ENLARGED PARTIAL SOUTH ARENA SECTION

OWNER REVIEW - NOT FOR CONSTRUCTION

New Boston Garden

New Boston Garden Corporation
A Delaware North Company

NOVEMBER 3, 1998

Drawn / Date

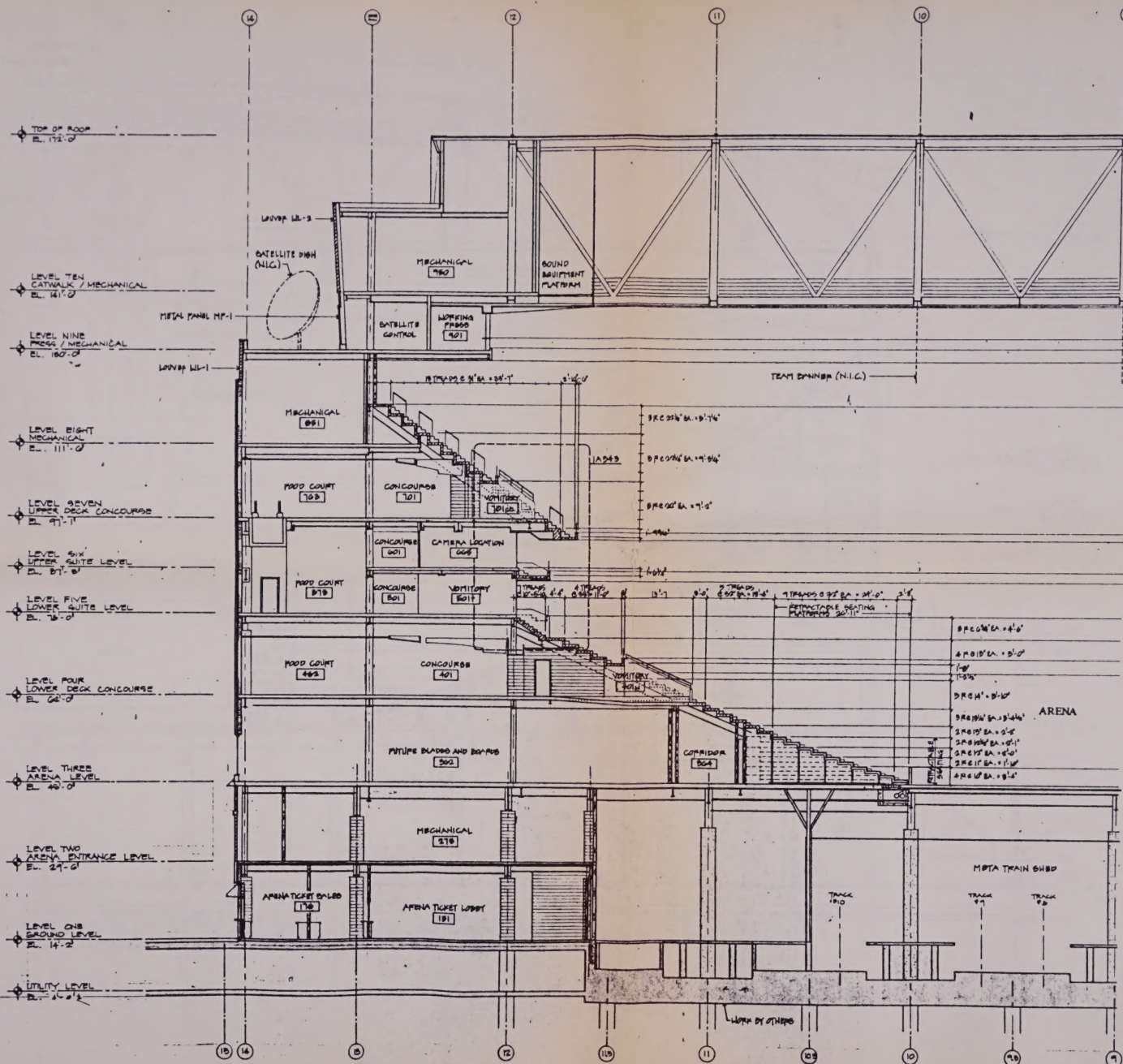
Drawn / Date / Check

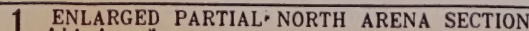
Consultation Number: 8508-2014

ENLARGED PARTIAL
WEST ARENA SECTION

A333

© 1998 Ellerbe Becket





Attached please find the following series of drawings, which together are submitted as a Site Plan:

- Figure III-24: Long Term Site Plan
- Figure III-25: Access Elevation Looking West
- Figure III-26: New Access Garden Design
- Utility Overview: Highway, Secondary, Future Pedestrian

As indicated in earlier discussions, the Area Component is located in the North Harbor area of Boston, in close proximity to the William Tellard Highway District, East Boston Hospital, and other Harbor features of Boston Harbor, and the Access Elevation is indicated in Figure III-25. It is important to note that while Figure III-24 shows the schematic representation of William A. and C. Street, these features are not part of the late implementation and represent future development not being pursued as part of this project. At the current time, only the Area Component is being developed.

Figure III-27 depicts a long-term view of a schematic floor plan which includes buildings A, B and C. Again, only the Area Component is being pursued at this time, but it is useful to understand the potential impact which has been planned, based on as it takes long-term future development in these parcels. The existing Access Elevation illustrates the future pedestrian access as part of the development of the Area Component, with the pedestrian pathway will be provided. Plans for these pedestrian access in the vicinity of buildings A, B, and C will be further updated as part of the design for the site of the Existing Garden, as discussed in the Article II approval process.

SITE PLAN

Access Component looking West are located in the northern corner of the building at the rear, and will be accessed along the vehicular portion of Accessway. Additional Access Component serving and looking will serve via the Access Component from plan, which is located into Accessway and provides a pathway to the Access Component from the purpose of event access.

Figure IV-14 shows the relationship of the new Access Component to the existing central Accessway ramp, and to the existing Accessway. It is anticipated that as part of the Accessway development, and the Accessway Accessway in particular, the development of the ramp will include. With the relationship of this Accessway to the Access Component, the new Accessway will be provided to the Accessway Component, and has been requested.

Attached please find the following series of drawings, which together are submitted as a Site Plan:

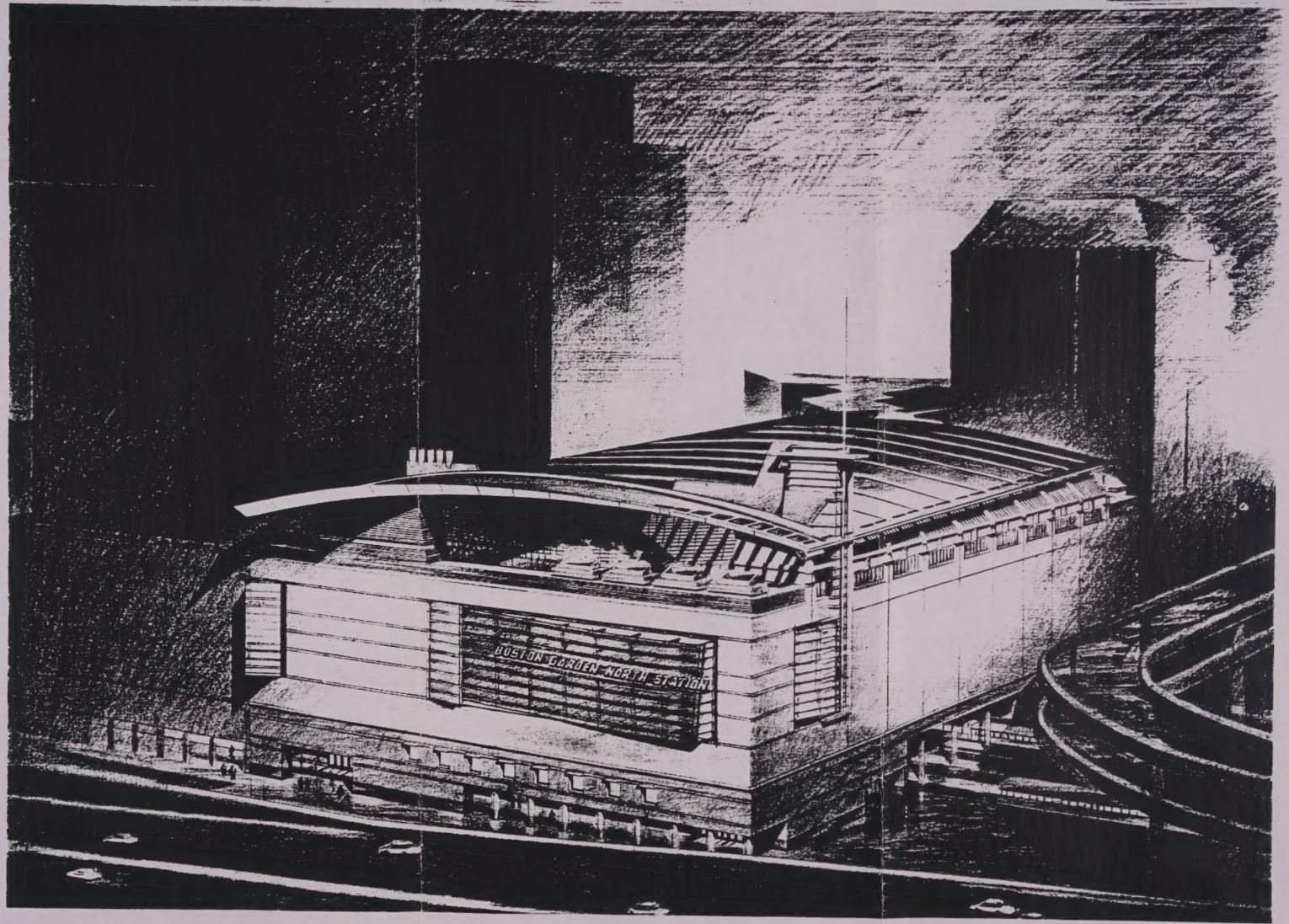
- Figure III-14: Area Site Plan
- Figure IV-14: Arena Section Looking West
- Figure III-37: New Boston Garden Development
- Untitled Drawing: Primary, Secondary, Future Pedestrian Pathways

As indicated in earlier discussions, the Arena Component is located in the North Station area of Boston, in close proximity to the Bulfinch Triangle Historic District, Mass General Hospital, the Inner Harbor portion of Boston Harbor, and the Charles River, as indicated in Figure III-14. It is important to note that while Figure III-14 includes schematic representations of Buildings A, B and C, these buildings are not part of the 121A Application and represent future commercial development not being pursued as part of this project. At the current time, only the Arena Component is being developed.

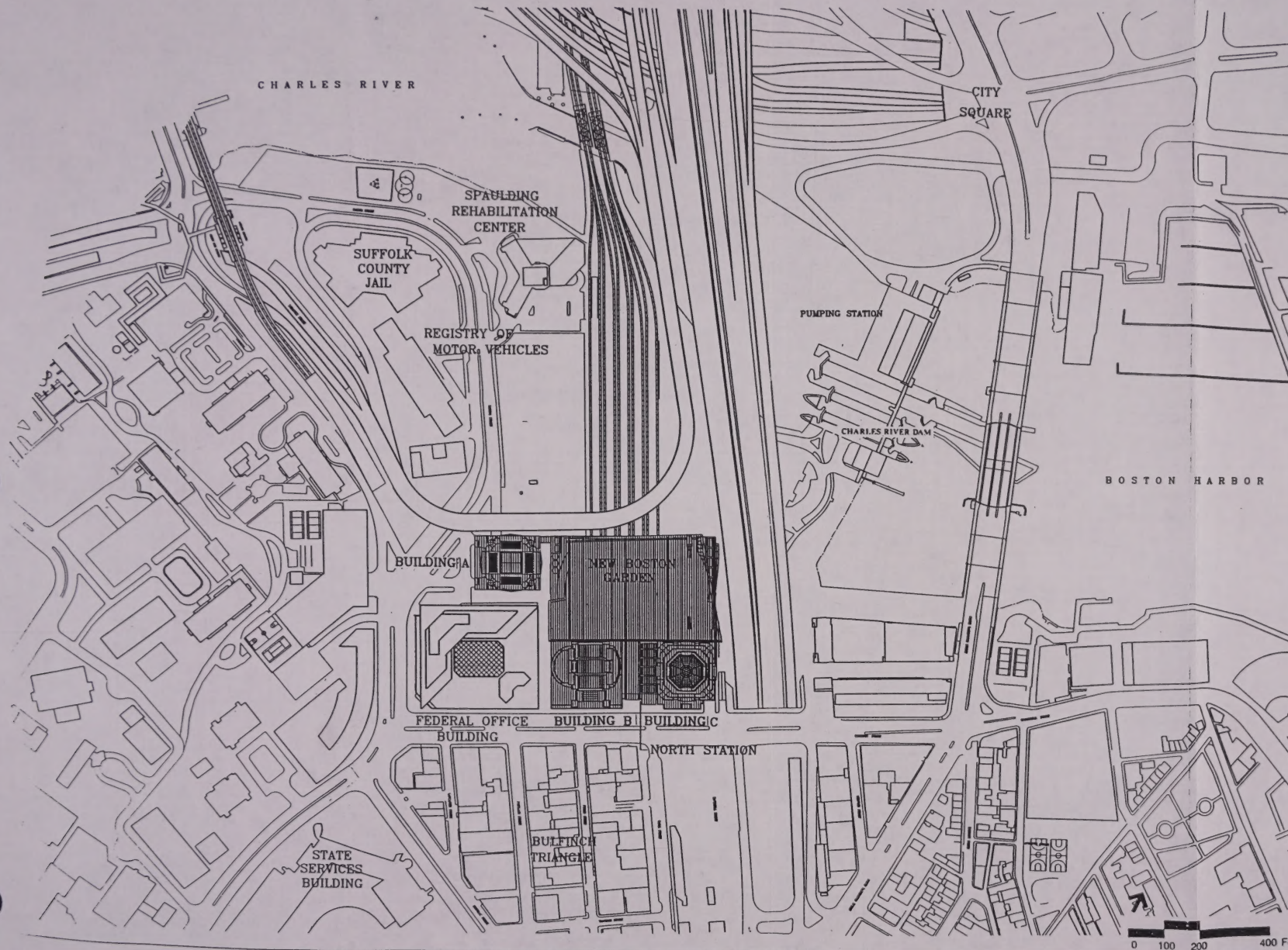
Figure III-37 represents a long-range view of a schematic floor plan which includes Buildings A, B and C. Again, only the Arena Component is being pursued at this time, but it is useful to understand the pedestrian network which has been planned, inasmuch as it takes into account future development on these parcels. The untitled Figure further elaborates upon future pedestrian pathways. As part of the development of the Arena Component, major new pedestrian pathways will be provided. Plans for these pedestrian areas in the absence of Buildings A, B, and C will be further detailed as part of the design for the site of the Existing Garden, as discussed in the Article 31 approval process.

Arena Component loading docks are located in the northeast corner of the building at the rear, and will be accessed along the vehicular portion of Accolon Way. Additional Arena Component service and loading will occur via the Arena Component truck ramp, which is accessed from Nashua Street and provides a pathway to the Arena Component floor for purposes of event staging.

Figure IV-14 shows the relationship of the new Arena Component to the existing central Artery ramps, and to the Existing Garden. It is anticipated that as part of the Central Artery reconstruction, and the Charles River Crossing in particular, the configuration of the ramps will change. Data on the relationship of this scheme to the Arena Component has not yet been provided to New Boston Garden Corporation, but has been requested.



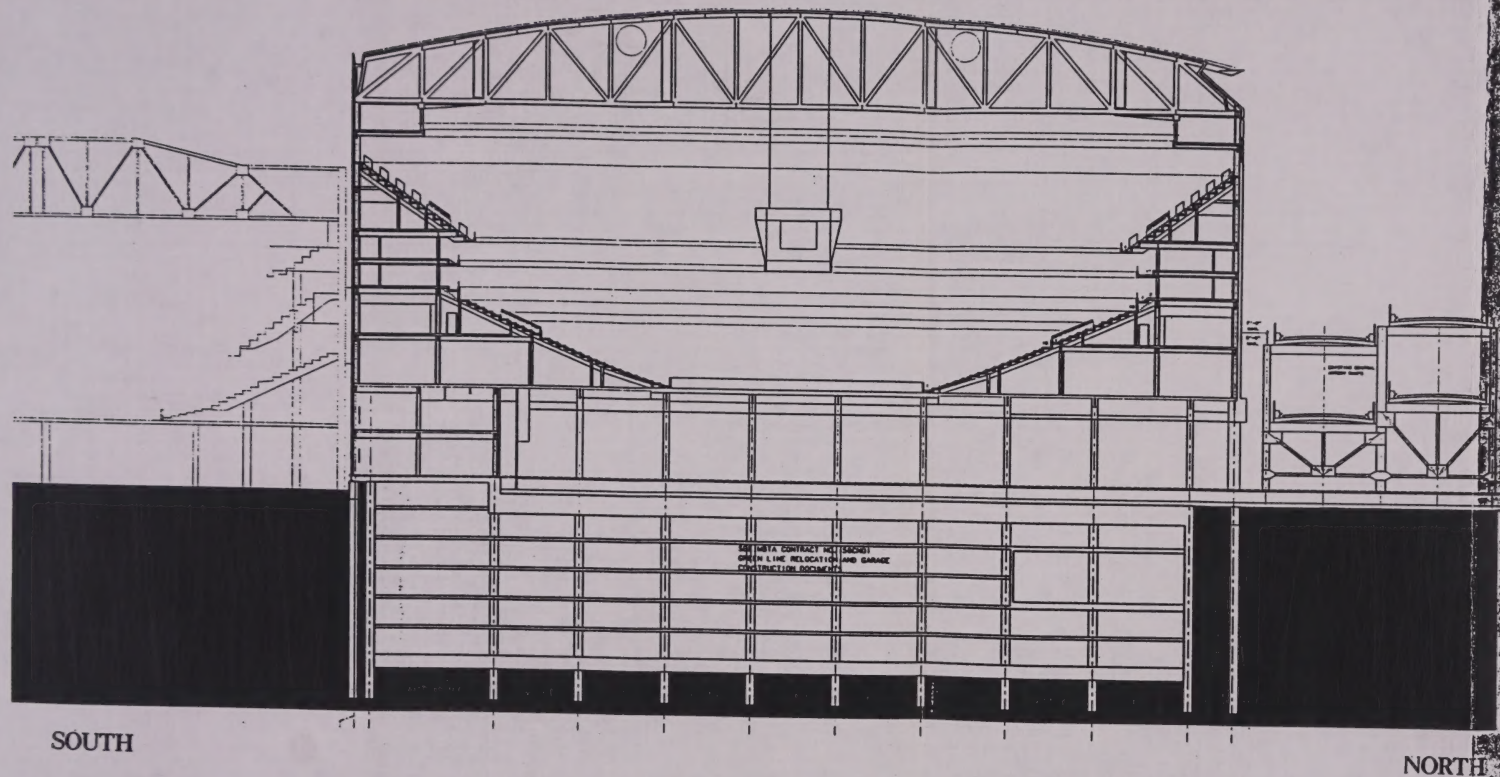
NEW BOSTON GARDEN
ELLERBE BECKET ARCHITECTS



Source: Thomson, French & Assoc., Inc.

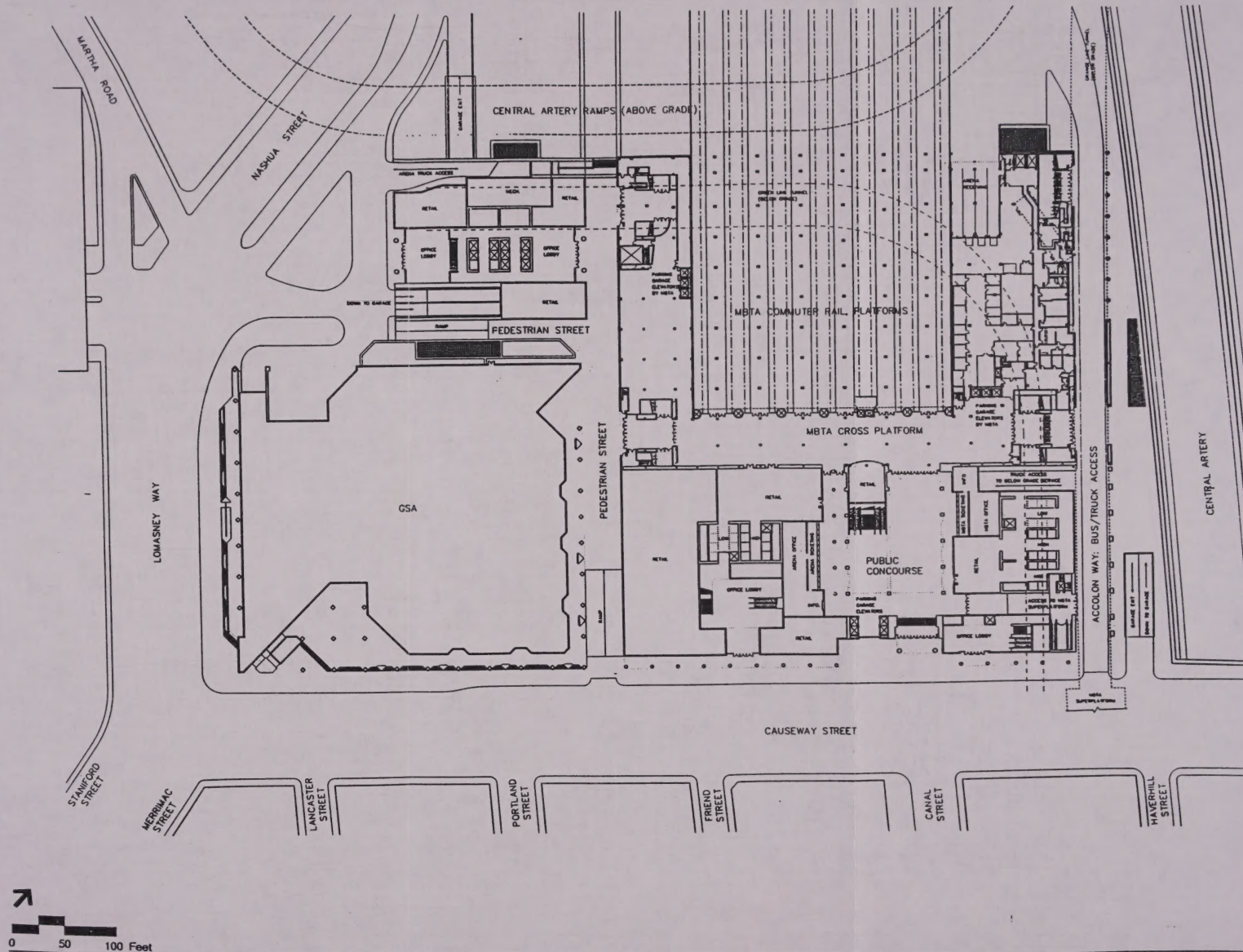
Figure III-14

Area Site Plan

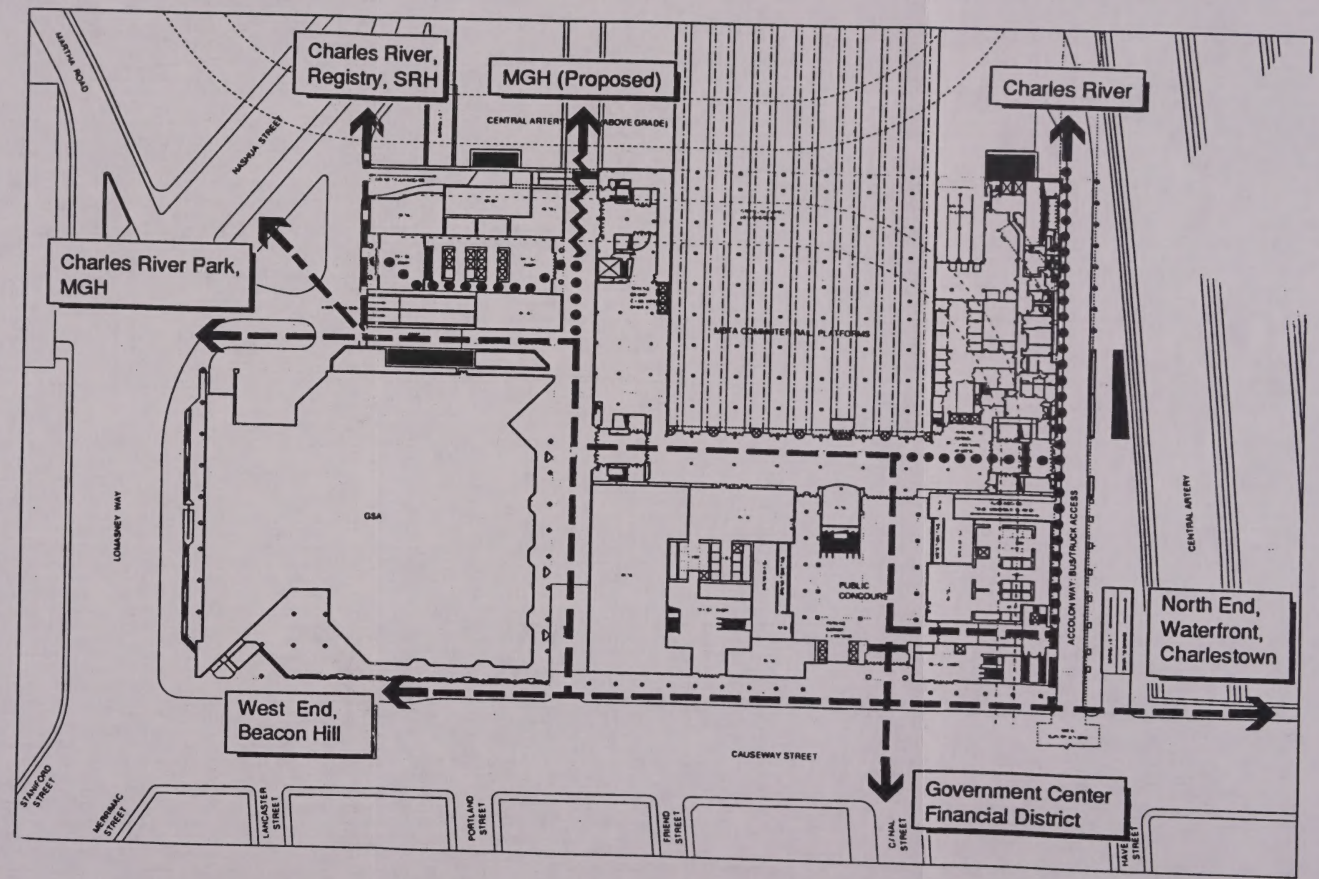


Source: Ellerbe Becket, Inc.

Figure IV-14
Arena Section
Looking West



- > Primary
-> Secondary
- ~~~~> Future



because the General Construction Contract containing specifications relating to the work proposed is so lengthy, only the Table of Contents has been included with the Application. Provisions of the General Construction Contract relating to work specifications may be reviewed under item 5.

OUTLINE SPECIFICATIONS

Because the General Construction Contract containing specifications relating to the Arena Component is so lengthy, only the Table of Contents has been included with the Application. Provisions of the General Construction contract relating to such specifications may be reviewed upon request.

Boston, Massachusetts

File Name: Table of Contents
A Table of Contents

GENERAL CONSTRUCTION CONTRACT
Document No. 237-051A

Author:

Ellie Beck, Inc.
107 West 4th Street, 2nd Floor
Boston, MA 02101
Phone: 617-452-4000

Project Name:

1. Medical Center
107 West 4th Street
Cambridge, Massachusetts 02142

Project Location:
Project Name:
Project No.:

107 West 4th Street
107 West 4th Street
107 West 4th Street

Project Number:

Project Name: 107 West 4th Street
107 West 4th Street
107 West 4th Street

Project Description:
Project Name:

107 West 4th Street
107 West 4th Street
107 West 4th Street

Date:

November 2, 1990
Ellie Beck, Inc.

© 1990 Ellie Beck, Inc.

PROJECT MANUAL
Conditions of the Contract
Technical Specifications

THE NEW BOSTON GARDEN
Boston, Massachusetts

New Boston Garden Corporation
A Delaware North Company

GENERAL CONSTRUCTION CONTRACT
Commission No. 8859-881A

Architects:	Ellerbe Becket, Inc. 605 West 47th Street, Suite 200 Kansas City, Missouri 64112 Phone: (816) 561-4443
Structural Engineers:	LeMessurier Consultants 1033 Massachusetts Avenue Cambridge, Massachusetts 02238
Mechanical/Electrical/ Plumbing/Fire Protection Engineers:	Flack + Kurtz 475 Fifth Avenue New York, New York 10017
Acoustics/Video:	Wrightson, Johnson, Haddon and Williams, Inc. 2811 McKinney Ave., Suite 207 Dallas, Texas 75204
Vertical Transportation Engineering:	Lerch, Bates & Associates 8089 S. Lincoln, Suite 300 Littleton, Colorado 80122
Issued:	November 2, 1990 Owner's Review - Not for Construction

SECTION 00003
PROJECT MANUAL TABLE OF CONTENTS

VOLUME ONE

INTRODUCTORY INFORMATION

00001	Title Page	Revised	03/21/91
00003	Project Manual Table of Contents	Revised	03/21/91

CONTRACT FORMS and CONDITIONS OF THE CONTRACT

00400	Contract Conditions/Forms	Revised	03/21/91
00546	Agreement Between Owner and Contractor		
00560	Vertical Transportation Maintenance Agreement		
00630	Final Waiver of Mechanics Liens and Bond Rights		
00633	Waiver of Mechanics Liens and Bond Rights	Revised	03/21/91
00650	Certificates of Insurance		
00800	Supplementary Conditions		

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work	Revised	03/21/91
01040	Coordination		
01050	Field Engineering		
01060	Regulatory Requirements	Revised	03/21/91
01095	References Standards and Definitions	Revised	03/21/91
01300	Submittals	Revised	03/21/91
	Submittal Transmittal Form	Revised	03/21/91
01400	Quality Control		
01500	Construction Facilities and Temporary Controls	Revised	03/21/91
01513	Temporary HVAC Requirements		
01550	Access Roads and Parking Areas	Section Pending	
01600	Material and Equipment		
01630	Product Options and Substitutions	Revised	03/21/91
	Substitution Request Form	Revised	03/21/91
01700	Contract Closeout		

DIVISION 2 - SITE WORK

02200	Earthwork		
02215	Erosion Control During Construction	Section Pending	
02370	Rock Socketed Slurry Caissons	Issued	03/21/91
02500	Storm Drainage and Utilities		
02513	Asphaltic Concrete Paving		
02620	Curbs, Gutters and Walks		
02700	Site Improvements		

DIVISION 3 - CONCRETE

03100	Concrete Formwork		
03200	Concrete Reinforcement		
03300	Cast-In-Place Concrete		
03400	Structural Precast Concrete		
03450	Architectural Precast Concrete	Issued	03/21/91

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DIVISION 4 - MASONRY

04220	Concrete Unit Masonry	Revised	03/21/91
04270	Glass Unit Masonry	Revised	03/21/91

DIVISION 5 - METAL

05120	Structural Steel		
05300	Steel Deck		
05400	Cold Formed Metal Framing		
05500	Metal Fabrications		
05510	Metal Stairs	Revised	03/21/91
05722	Ornamental Glass Railing System		

DIVISION 6 - WOODS AND PLASTICS

06100	Rough Carpentry	Revised	03/21/91
06200	Finish Carpentry	Revised	03/21/91
06400	Architectural Woodwork	Revised	03/21/91
06650	Solid Polymer Fabrications	Revised	03/21/91

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07110	Sheet Membrane Waterproofing		
07160	Bituminous Dampproofing		
07180	Water Repellents	Revised	03/21/91
07210	Building Insulation	Revised	03/21/91
07240	Exterior Insulation and Finish System	Revised	03/21/91
07256	Sprayed Fireproofing		
07270	Firestopping		
07411	Stainless Steel Faced Wall Panels		
07412	Prefinished Metal Faced Wall Panels		
07532	Mechanically Fastened Single Ply Membrane Roofing System	Revised	03/21/91
07534	Fully Adhered Single Ply Membrane Roofing System	Revised	03/21/91
07600	Flashing and Sheet Metal	Revised	03/21/91
07610	Standing Seam Sheet Metal Panels	Revised	03/21/91
07720	Roof Accessories	Issued	03/21/91
07900	Joint Sealers		

DIVISION 8 - DOORS AND WINDOWS

08110	Steel Doors and Frames	Revised	03/21/91
08120	Aluminum Doors and Frames		
08210	Flush Wood Doors	Revised	03/21/91
08306	Access Panels		
08313	Interior Sliding Glass Doors		
08332	Overhead Coiling Doors	Revised	03/21/91
08342	Overhead Coiling Grilles	Revised	03/21/91
08348	Side Coiling Grilles	Issued	03/21/91
08353	Accordion Folding Grilles	Issued	03/21/91
08666	Ticket Windows	Issued	03/21/91
08710	Finish Hardware		
08721	Swinging Low Energy Power Operated Automatic Doors	Section Pending	
08800	Glazing		
08920	Curtain Wall Systems	Revised	03/21/91

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09220	Portland Cement Plaster	Revised	03/21/91
09260	Gypsum Board Systems	Revised	03/21/91
09290	Gypsum Fabrications		
09300	Tile	Revised	03/21/91
09510	Acoustical Ceilings		
09520	Acoustical Wall Treatment		
09546	Linear Metal Ceilings	Issued	03/21/91
09650	Resilient Flooring	Revised	03/21/91
09680	Carpet	Revised	03/21/91
09760	Fluid Applied Stone Chip Flooring		
09780	Floor Treatment		
09816	Decorative Polychromatic Particle Coating	Issued	03/21/91
09900	Painting		
09950	Wall Coverings	Revised	03/21/91

DIVISION 10 - SPECIALTIES

10155	Toilet Partitions	Revised	03/21/91
10210	Metal Wall Louvers	Revised	03/21/91
10430	Exterior Signs	Section Pending	
10440	Interior Signs	Section Pending	
10456	Turnstiles		
10500	Lockers	Revised	03/21/91
10605	Wire Mesh Partitions		
10650	Operable Partitions		
10755	Telephone Enclosures		
10850	Building Accessories	Revised	03/21/91

DIVISION 11 - EQUIPMENT

11130	Audio Systems		
11131	Television Distribution System		
11133	Television Cabling System		
11160	Loading Dock Equipment	Revised	03/21/91
11450	Residential Equipment	Issued	03/21/91
11481	Dasher Boards	Issued	03/21/91

DIVISION 12 - FURNISHING

12530	Curtain Hardware		
12730	Stadium Seating		
12732	Arena Seating		
12765	Retractable Seating	Issued	03/21/91

DIVISION 13 - SPECIAL CONSTRUCTION

13030	Saunas		
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DIVISION 14 - CONVEYING SYSTEMS

14210	Electric Traction Elevators		
14220	Electric Traction Freight Elevators		
14240	Hydraulic Elevators		
14300	Escalators		

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15003	Scope of Work
15004	Reviews, Acceptances, Record Drawings
15005	Access Doors in General Condition
15006	Sleeves
15007	Operating and Maintenance Manuals
15025	Breeching, Stacks, Vents
15027	Fuel Oil Systems
15030	Electrical Centrifugal Refrigeration Machines
15051	Cooling Tower
15060	Pumps
15064	Tanks and Fittings
15070	Piping and Accessories
15071	Valves
15072	Expansion and Ball Joints
15074	Water Specialties
15075	Hangers, Anchors and Supports
15076	Hot Water Boilers
15080	Terminal Heating Units
15082	Heat Transfer Coils
15085	Air Filters
15100	Centrifugal Fans
15101	Propeller Fans
15102	Factory-Assembled Air Handling Units
15110	Ductwork
15115	Air Chambers and Plenums
15118	Dampers
15120	Air Distribution Devices
15140	Sound and Vibration Isolation
15141	Sound Attenuators
15142	Insulation
15143	Ice Plant
15145	Systems Identification
15148	Electric Motors
15149	Electric Motor Controllers
15150	Snow Melting System
15151	Electric Heat Tracing
15152	Meters, Gauges and Thermometers
15155	Automatic Temperature Controls
15170	Testing and Balancing
15175	Pipe Cleaning and Water Treatment
15301	Fire Protection General Provisions
15305	Fire Protection Basic Material and Methods
15306	Access Doors in General Construction
15310	Piping and Fitting Materials
15311	Hangers, Supports, Anchors and Guides
15312	Valves
15315	Electric Heat Tracing
15316	Fire Protection Insulation
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15326	Electric Motor Controllers
15330	Wet-Pipe Sprinkler Systems

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15401	Plumbing General Provisions
15404	Testing
15405	Plumbing Basic Materials and Methods
15406	Access Doors
15410	Piping and Fitting Materials
15411	Hangers, Supports, Andhors and Guides
15412	Valves
15413	Meters
15414	Backflow Prevention
15415	Pumps
15420	Motors
15421	Electric Motor Controllers
15425	Electric Wire Tracing
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15440	Plumbing Fixtures and Trim
15450	Domestic Water Systems
15451	Domestic Water Heaters
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15457	Soil, Waste, Vent and Storm Water Systems
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16010	Electrical General Provisions
16020	General Requirements
16030	Project Record Documents
16035	Reviews and Acceptances
16045	Maintenance Manuals
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16065	Testing, Acceptances and Certifications
16070	Vibration Isolation
16101	Kitchen Equipment
16102	Equipment Connections and Coordination
16110	Raceways and Boxes
16112	Bus Duct
16114	Cable Tray
16120	Wire and Cable (600 Volts and Below)
16121	15 KV and 5KV Cable
16122	Ceiling, Floor and Wall Electrical Penetration Fire Seals
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16170	Disconnect Switches
16175	Modular Meter Centers
16181	Fuses 600V and Less
16185	Fuses Over 600 Volts
16200	Engine Generators and Accessories
16260	Automatic Transfer Switches
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16440	Switchboards
16450	Grounding System
16461	Dry Type Transformers

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16500	Luminaries and Accessories
16501	Arena Luminaries and Accessories
16601	Lightning Protection System
16720	Fire Alarm and Detection Systems
16721	Fire Management
16740	Telephone Raceways and Accessories
16742	Telecommunications Cabling
16744	Telecommunications Components
16746	Communications Cable
16920	Motor Control Center
16930	Lighting Control System
16931	House/Banner Dimming Control System
16935	Mineral Insulated Cable-Emergency Feeders

-End of Table of Contents-

The following information is being furnished to you for your information and is not to be used for any other purpose.

The following information is being furnished to you for your information and is not to be used for any other purpose.

The following information is being furnished to you for your information and is not to be used for any other purpose.

STATEMENT OF PROPOSAL

The following information is being furnished to you for your information and is not to be used for any other purpose.

The following information is being furnished to you for your information and is not to be used for any other purpose.

The following information is being furnished to you for your information and is not to be used for any other purpose.

The Applicant plans to construct the New Building which will be comprised of the Arena Component and the Transportation Component.

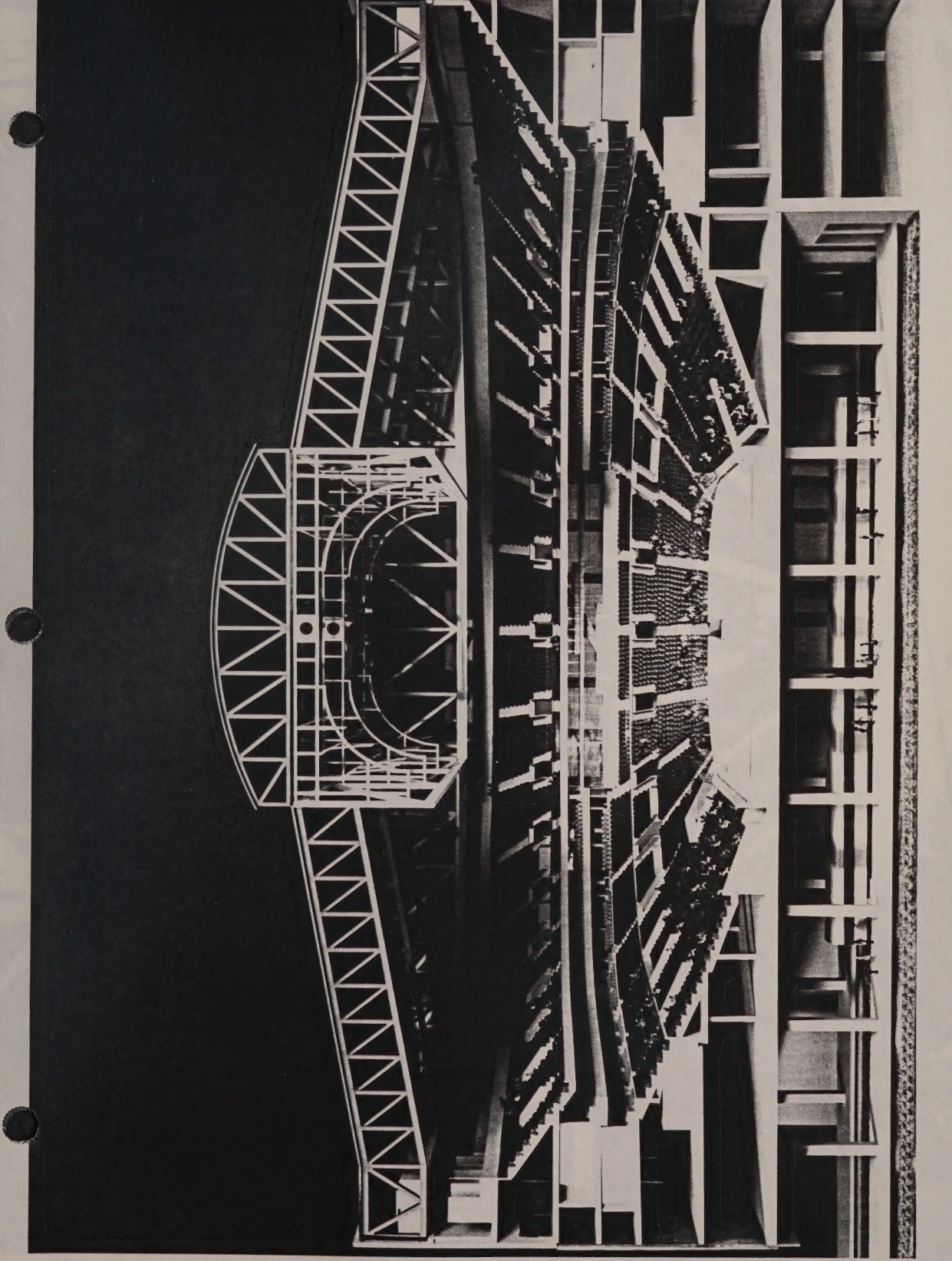
The New Building will be an air rights structure, built above the new North Station garage, a 1300-space parking garage currently being constructed by the MBTA. The Arena Component floor will be approximately 35 feet in the air above the MBTA station platform, while the Transportation Component will be built starting at grade. The Transportation Component will be built for the convenience of MBTA patrons, and of commuter rail patrons arriving from north and northwest of the City.

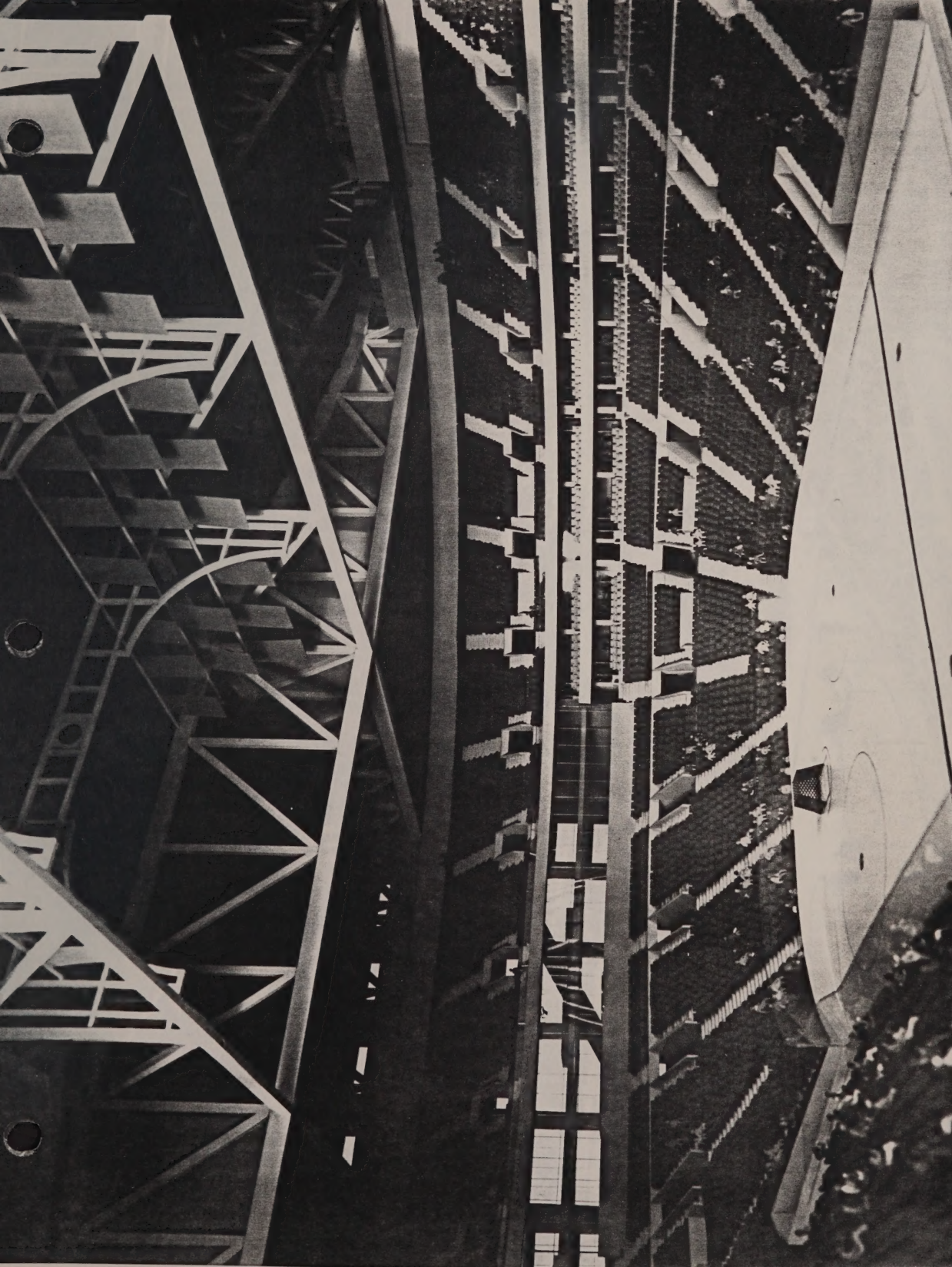
The Arena Component will be a modern entertainment complex, which will have a maximum capacity of approximately 19,600 seats for center stage events. The Arena Component will include two major restaurants, 104 executive suites, club seats and food courts on both the upper and lower concourse levels, and all as detailed earlier in this Application. It will be designed for professional hockey, professional basketball, a wide variety of family shows, concerts, miscellaneous amateur and college sports events and a limited number of trade shows. In addition, the Arena Component will continue to be available for charitable and community activities of various kinds.

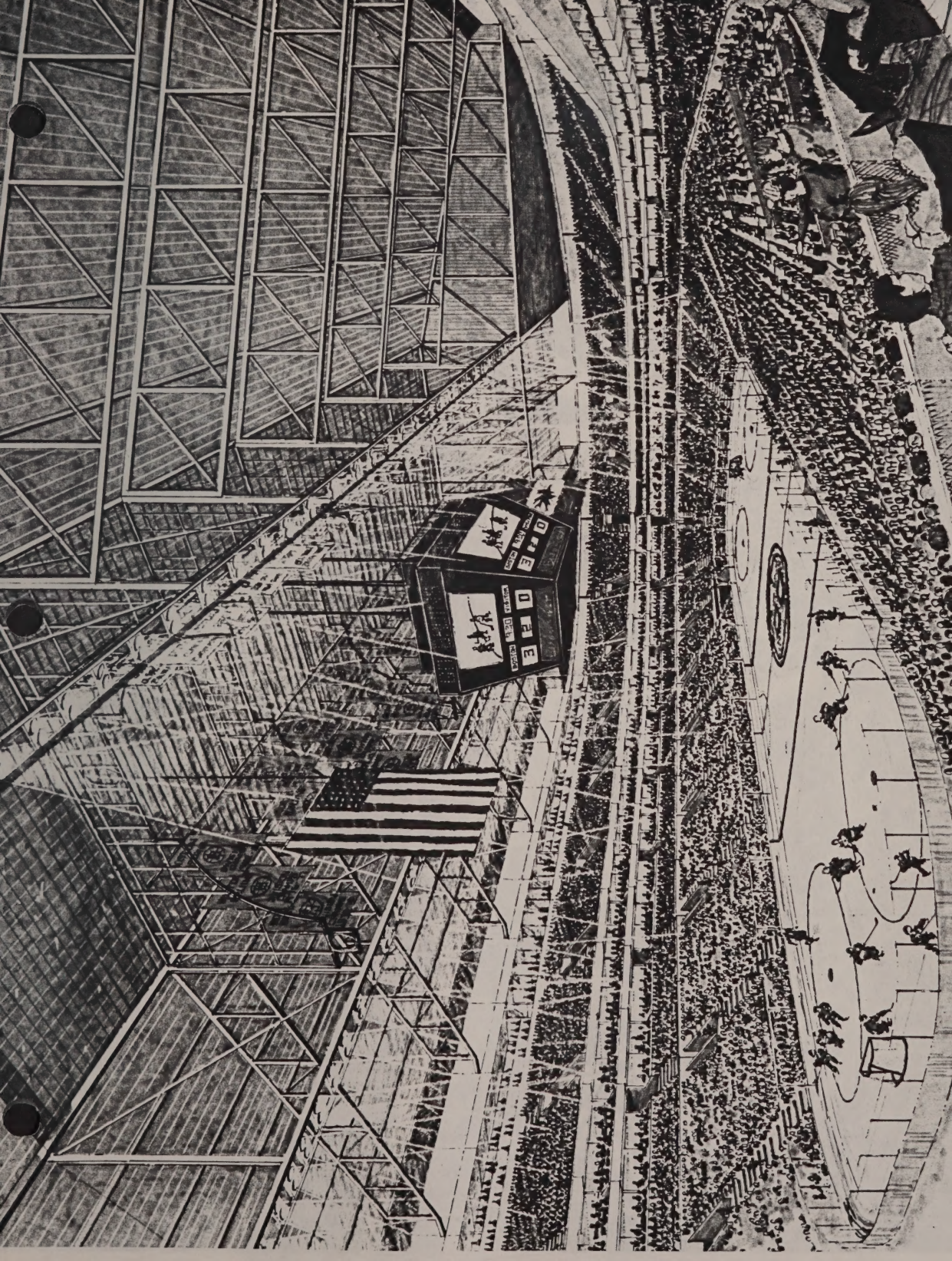
The roof level of the New Building will be approximately 162 feet at its highest point. The footprint of the New Building is approximately 300' X 468'. The Arena Component of the New Building is approximately 300 feet in width, and approximately 500 feet in length. The structure is a steel frame with concrete and masonry elements, and a textured block exterior.

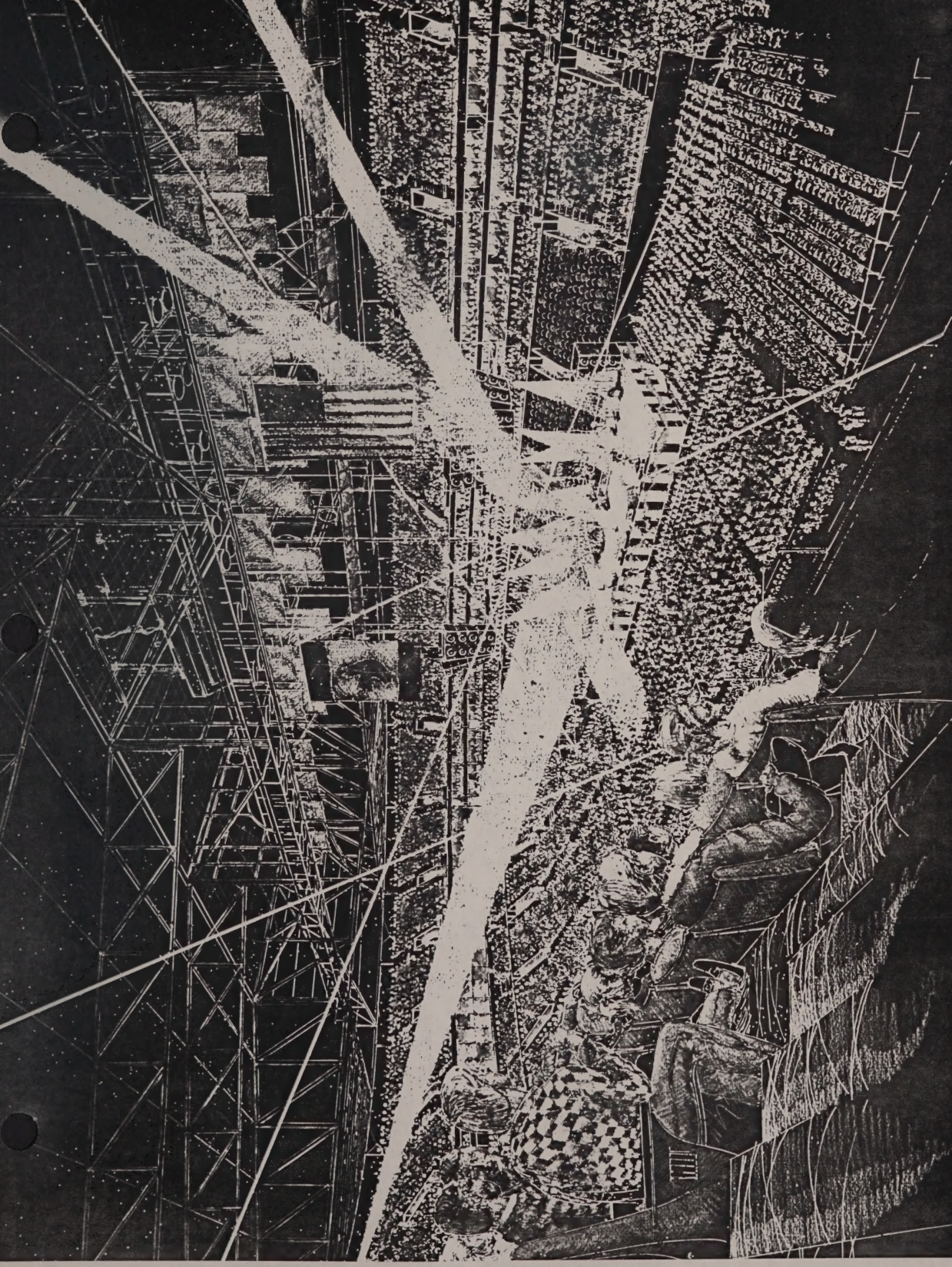
The total development cost of the Project is approximately \$160,000,000, inclusive of pre-development and property acquisition costs.

ADDITIONAL MATERIALS









EXHIBITS

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF EXISTING GARDEN SITE

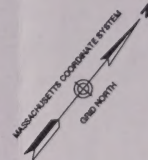
That certain parcel of land with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

- SOUTHEASTERLY by Causeway Street, four hundred thirty-three and 51/100 (433.51) feet;
- SOUTHWESTERLY by Parcel D1, as shown on a plan hereinafter mentioned, one hundred seventy-three and 84/100 (173.84) feet;
- NORTHWESTERLY by Parcel D1, as shown on said plan, fourteen and 75/100 (14.75) feet;
- SOUTHWESTERLY by Parcel D1, as shown on said plan, thirty-one and 45/100 (31.45) feet;
- NORTHWESTERLY by Parcel A1 and Parcel A2, as shown on said plan, four hundred eighteen and 46/100 (418.46) feet;
- NORTHEASTERLY by Parcel B1, as shown on said plan, two hundred five and 95/100 (205.95) feet.

Containing 2.035 acres, according to said plan, and being shown as a lot marked "N/F New Boston Garden Corporation, a Delaware North Corporation, LC Confirmation #35699A" on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PROJECT PLAN

NEW HAVEN CANAL CORPORATION



FOR REGISTRY USE ONLY

PARCELS A1, A2, A3 & A4 LAND NOW OR FORMERLY OWNED BY THE CITY OF BOSTON

A1	8,437 S.F.
A2	107,336 S.F.
A3	7,725 S.F.
A4	12,389 S.F.
TOTAL	135,887 S.F.

PARCELS B1 & B2 LAND NOW OR FORMERLY OWNED BY M.D.P.W.

B1	8,310 S.F.
B2	18,484 S.F. SUBJECT TO THE STATE HIGHWAY EASEMENT
TOTAL	25,794 S.F.

PARCELS C1, C2, C3, C4, C5, C6, C7 & C8 LAND NOW OR FORMERLY OWNED BY THE M.B.T.A.

C1	8,927 S.F. SUBJECT TO THE STATE HIGHWAY EASEMENT
C2	4,830 S.F.
C3	1,779 S.F. SUBJECT TO THE STATE HIGHWAY EASEMENT AND RIGHTS OF M.G.H.
C4	3,838 S.F.
C5	1,185 S.F. SUBJECT TO THE STATE HIGHWAY EASEMENT AND RIGHTS OF M.G.H.
C6	1,809 S.F. BEGINNING AT ELEV. 42.9' (U.S.G.S. DATUM)
C7	3,793 S.F. BEGINNING AT ELEV. 42.9' (U.S.G.S. DATUM) AND SUBJECT TO THE STATE HIGHWAY EASEMENT AND RIGHTS OF M.G.H.
C8	8,900 S.F. BEGINNING AT ELEV. 42.9' (U.S.G.S. DATUM) AND SUBJECT TO THE STATE HIGHWAY EASEMENT
TOTAL	36,275 S.F.

PARCEL D1 LAND NOW OR FORMERLY B.R.A.

D1	9,051 S.F.
TOTAL	4,051 S.F.

CERTIFICATION

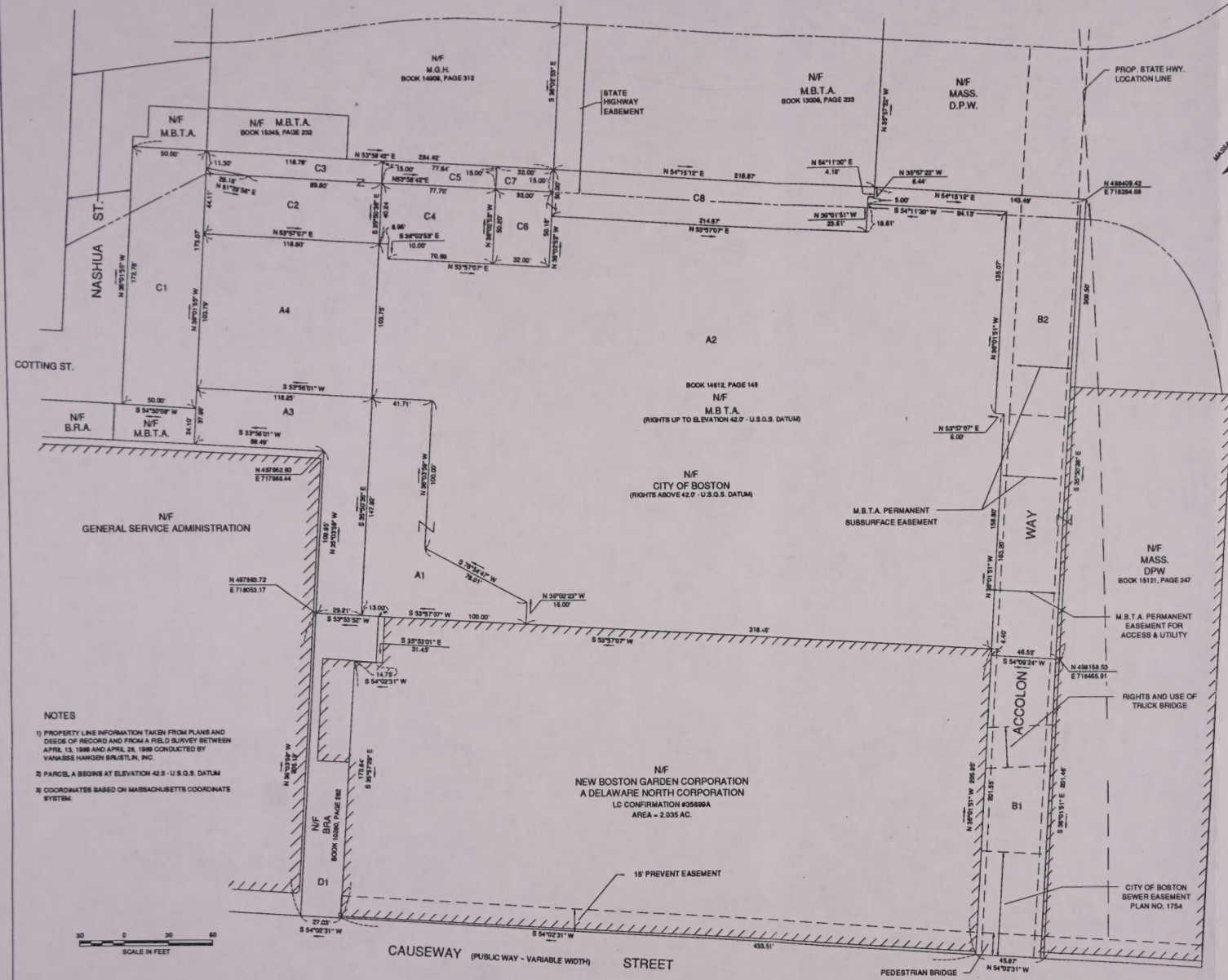
I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

James L. Dineen
PROFESSIONAL LAND SURVEYOR
JAMES L. DINEEN
No. 3292
LAND SURVEYOR

SUBDIVISION PLAN OF LAND
IN
BOSTON, MASS.
PREPARED FOR
NEW BOSTON GARDEN CORPORATION

SCALE 1"=30' SEPTEMBER 15, 1992

PREPARED BY: VANASSE HANGEN BRUSTLIN, INC.
Consulting Engineers & Planners
101 Walnut Street, Watertown, MA.



NOTES

- 1) PROPERTY LINE INFORMATION TAKEN FROM PLANS AND DEEDS OF RECORD AND FROM A FIELD SURVEY BETWEEN APRIL 13, 1988 AND APRIL 26, 1988 CONDUCTED BY VANASSE HANGEN BRUSTLIN, INC.
- 2) PARCEL A BEGINS AT ELEVATION 42.9' - U.S.G.S. DATUM
- 3) COORDINATES BASED ON MASSACHUSETTS COORDINATE SYSTEM.

NF
NEW BOSTON GARDEN CORPORATION
A DELAWARE NORTH CORPORATION
LC CONFIRMATION #35699A
AREA - 2.035 AC.

NEW BUILDING SITE
METES AND BOUNDS DESCRIPTION

EXHIBIT C

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

- SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;
- SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;
- NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.
- NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;
- NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;
- SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;
- NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

- SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.
- SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;
- SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;

SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,

NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

Development Schedule

Team Cloning	September 1975
Completion of Areas of Interest	November 1975
Operation Foundation	January 1976
Early Area Codes	January 1976
Selection of Training	February 1976
General Instructions	February 1976
Completed Development of Areas	March 1976
Complete Development of Areas	May 1976
Area Completion	June 1976
Final Opening of Areas	July 1976
Project Completion	August 1976

PROJECT TIMETABLE

END OF PROJECT

Development Schedule

Loan Closing:	November 1992
Completion of Arena Component Design:	November 1992-January 1993
Commence Foundations:	December 1992
Early Steel Order:	January 1993
Selection of Trades/ General Contractor:	February 1993
Commence Construction of Arena Component:	March 1993
Complete Construction of Arena Component:	June 1995
Arena Component "Shakedown Period":	June 1995-August 1995
Formal Opening of Arena Component:	September 1995

BOSDATA:9327.1

BOSTON REDEVELOPMENT AUTHORITY
DEVELOPMENT IMPACT PROJECT PLAN
for
THE NEW BOSTON GARDEN

October __, 1992

Developer: The developer is New Boston Garden Corporation, a corporation formed under the laws of the State of Delaware (the "Developer"). The owner of the property interest on which the Project (as hereinafter defined) will be developed is Garden Corporation, a corporation formed under the laws of the Commonwealth of Massachusetts ("GC"). The business address, telephone number and designated contact for the Developer are: 150 Causeway Street, Boston, Massachusetts 02114; Telephone: (617) 248-6800; Designated Contact: Walter C. Upton, Director of Development and Construction. The Developer is the lessee of the Project Site (as hereinafter defined) pursuant to a certain Lease Agreement by and between GC as lessor and Developer as lessee, a draft of which is attached hereto as Exhibit E.

Architect: Ellerbe Becket, Inc.
605 West 47th Street
Kansas City, Missouri 64112.

Site Description: The Project Site consists of the land and air right interests therein, together with all the improvements thereon more particularly described in Exhibit A hereto. The Project Site is further delineated as Parcels A1, A2, A3, A4, B1, B2, C1, C2, C3, C4, C5, C6, C7 and C8 on a plan entitled

"Subdivision Plan of Land in Boston, Mass. prepared for New Boston Garden Corporation," prepared by Vanasse Hangen Brustlin, Inc., Consulting Engineers and Planners, dated September 15, 1992 (the "Project Plan"), a copy of which is attached hereto as Exhibit B.

The Project Site is located within the area designated as the New Boston Garden Development Area under Article 39 of the Boston Zoning Code (the "Code").

The Project Site is currently the construction site for the Massachusetts Bay Transportation Authority (the "MBTA"), which is in the process of constructing an underground parking facility accommodating approximately 1,300 cars as well as the extension of the commuter rail lines at grade. The Existing Garden Site is currently owned by NBGC. Title to the property (including air rights) will require the acquisition by GC of the property interests comprising the Project Site.

Proposed Location and Appearance of Structures, Open Spaces and Landscaping: A detailed verbal, pictorial and plan description of the Project's location and proposed appearance is contained in a document entitled "Draft Environmental Impact Report", dated October 1, 1990 (the "DEIR/PIR"), previously submitted by the Developer to the Boston Redevelopment Authority (the "Authority") pursuant to Article 31 of the Code, which DEIR/PIR is hereby incorporated in this Development Impact Project Plan by this reference. A Final Record of Decision for the Project, issued by the Executive Office of Environmental Affairs, is attached hereto

as Exhibit F. A list of schematic drawings depicting the Project is attached hereto as Exhibit C. These schematic drawings, as they are further refined, reviewed and approved, are hereinafter referred to as the "Schematic Drawings". The new arena and transportation components to be constructed as part of the Project are hereinafter referred to as the "New Building."

As set forth in greater detail in the Schematic Drawings, the sidewalk areas surrounding the New Building shall be paved with suitable materials compatible with the design of existing and proposed buildings, and otherwise as more particularly set forth in the Schematic Drawings.

General Description of Development and Uses: The New Building is to be constructed above the new MBTA North Station parking garage and commuter rail extension. The new MBTA North Station parking garage is an underground parking facility accommodating approximately 1,300 cars, currently being constructed by the MBTA (the "MBTA Garage"). The transportation component of the New Building will be built starting at grade, and will be for the convenience of commuter rail patrons arriving from the north. The commuter track system has been expanded to twelve tracks by the MBTA as part of the development of the MBTA Garage, and will accommodate a projected increase in ridership. Arena and MBTA Garage patrons will enter the New Building at grade in the station base, and proceed to the mezzanine level, where ticketing and entry into the New Building will take place.

The arena component of the New Building is an air rights

facility to be constructed over the transportation component. A total of ten levels (7 public levels) will be contained within the arena component, including two levels of support functions below the Arena floor and five seating levels. A more particular description of the facilities and amenities to be furnished include the following:

1. Location of the transportation component at the ground level of the New Building, providing a new North Station commuter rail facility. This space will accommodate commuters from the north, MBTA Garage patrons, rail and arena component patrons in a new facility which will be designed to serve not only arena patrons but the general public. The North Station cross platform area will house both the Arena component's box office and MBTA ticketing, and will also provide retail amenities such as a pro shop, a newsstand, and other small retail outlets. Public amenities, including restrooms, telephones, event information and other conveniences will be provided for in the transportation component. In addition, the New Building will be fully accessible to the disabled community. The transportation component will also provide waiting areas, ticketing facilities, commuter rail information and other amenities for commuter rail patrons. In addition, it will be the transitional "sorting out" area for MBTA Garage and Arena patrons who will pass through on their way to the Arena or other destinations. In the future, upon completion of the below-ground suppression of the Green Line from Haymarket to Museum Park, North Station will also connect directly to a new underground

"superplatform," serving both the Orange and Green rapid transit lines.

2. The Arena component will be a state-of-the-art entertainment complex, furnished with modern mechanical systems, unobstructed view seats, sophisticated sound and video elements, food courts and two major restaurants. Press facilities will enable events to be televised through a variety of networks and venues.

3. Spectators' amenities will be provided on each public level of the Arena component. Numerous concession stands, food courts, novelty outlets, restaurants and clubs and ample restroom facilities will be conveniently located. Wheelchair seating areas will be provided throughout the seating bowl and in the executive suite areas. Accommodations for the physically challenged have been carefully integrated into the design.

Estimated Construction Time: The estimated construction schedule is set forth on Exhibit D attached hereto.

Projected Number of Employees: The Project will provide approximately 700 construction jobs. The Project will also provide approximately 50 additional permanent jobs over and above the existing employment of approximately 300 in-season and 173 off-season jobs at the Existing Garden. The Developer will enter into a Boston Residents Construction Employment Plan with the Mayor's Office of Jobs and Community Services and the Boston Employment Commission detailing the steps to be taken by the Developer and its contractor to achieve compliance with the Boston Employment

Commission Ordinance standards for construction jobs for Boston residents, minorities, and women. The Applicant agrees to become a signatory to a Memorandum of Understanding establishing the Boston for Boston initiative to enhance the availability of employment opportunities created in the Project for Boston residents.

Proposed Building Dimensions: The dimensions of the building to be located within the Project Site (hereinafter referred as to as the "New Building"), will generally conform with the Schematic Drawings. The height¹ of the New Building will not exceed 175 feet.

Densities: The Project is located within the New Boston Garden Development Area. The underlying zoning in the New Boston Garden Development Area permits a maximum floor area ratio ("FAR") of 11.0. The Project is well within the FAR of 11.0 (based upon the ratio of square feet of proposed gross floor area to square feet of lot area).

Proposed Traffic Circulation: The Project is close to the regional highway system, and commuter rail and rapid transit facilities. Access to the Project will be greatly improved as a result of planned transportation improvement projects by various public agencies. These improvements, particularly the Central Artery project, will expand roadway capacity and reduce traffic on the local street system. They will also enhance Project access to

¹For purposes of this Plan, the term "height" shall have the meaning given to it in Section 39-6 of Article 39 of the Code.

the regional highway system and limit the addition of Project traffic to area intersections. Project generated traffic will be minimized by extensive use of public transportation, which is available in and characteristic of the Project Site, and by the Developer's efforts to support transit use and encourage greater ridesharing. In addition, the Project will help to provide substantial enhancements to the pedestrian environment adjacent to and within the Project Site. An extensive transportation mitigation plan is proposed to address several issues, including travel demand management, public transportation, parking management, access and circulation, loading, pedestrian improvements, roadway improvements, construction traffic management, access goals and monitoring. The program goals are to reduce Arena peak hour traffic by encouraging transit use and ridesharing and alternative travel times, and to manage Project construction impacts on the transportation system. These mitigation measures currently are being reviewed by the Boston Transportation Department and they will be the subject of a Transportation and Construction Management Plan for the City of Boston.

Access to Public Transportation: The Project Site is very well served by public transportation. The Project Site is adjacent to the MBTA's Green Line/North Station and the Orange Line/North Station platform facilities.

In addition to these subway lines, the commuter rail terminals serving the northern and northwestern suburbs are located at North

Station. The commuter rail terminals serving the southern and western suburbs are located at South Station, which can be reached directly via the Orange, Red and Green Lines from the Project Site. The Haymarket terminus of the MBTA's express bus service to the western suburbs is a five-minute walk from the Project Site. The MBTA's express bus service to the north is provided at the Haymarket Station which is a 5-minute walk from the Project Site and can also be reached via both the Orange and Green Lines. In addition, private commuter bus service is provided at South Station and a commuter boat docking facility servicing the south shore communities is operating at Rowes Wharf.

Substantial improvements are planned and/or have recently been completed for the subway and commuter rail lines serving the downtown area. These improvements, which include track and signal system upgrading, station modernization, platform lengthening, and new rolling stock, will insure that adequate system capacity exists to accommodate expected new demand from increased development and changes in commuting patterns. Improvements can also be anticipated from an ongoing program of fleet expansions and service improvements by the MBTA that will result in peak hour rapid transit capacity that is greater than projected system volumes under 1995 build conditions.

Parking and Loading Facilities: The MBTA is in the process of constructing the MBTA Garage, containing approximately 1,300 underground parking spaces on five (5) levels, located under the Project Site, for use by the customers, clients and tenants of the

Project, users of the public transportation facilities, and residents of the North Station Economic Development Area (as defined in the Code). Pedestrian access to the MBTA Garage will be through elevators and stairways located at the first lobby level.

Approximately four (4) truck loading bays will be provided on the Project Site at grade on the northeast corner of the New Building, with access and egress in Accolon Way. The parking and loading facilities will be in general conformity with the Schematic Drawings.

Design Review Procedures: The Project is subject to Article 31 of the Code. The design review process to be observed by the Developer and the Authority is more particularly set forth in the Authority's "Development Review Procedures" dated 1985, and revised in 1986, and includes review of items which affect Project Site improvements, exterior facades, roofscape and interior public spaces (the "Design Review Process"). The Authority has determined that the Schematic Drawings for the Project satisfy the submission requirements for the Development Review Procedures.

Zoning: The Project Site is located entirely within the New Boston Garden Development Area portion of the North Station Economic Development Area, as established by Article 39 of the Code. Relief from the provisions of the Code will be required as more particularly set forth in that certain Application for Approval of Garden Corporation to undertake a Project in Boston, Massachusetts under Mass. G.L. c. 121A, as Amended and St. 1960, c. 652, as amended, dated October 1, 1992 (the "Application").

Development Impact Project Contribution/Jobs Contribution

Grant: As required under Section 26A-3 of the Boston Zoning Code, and to the extent required by law, the Developer will enter into and be bound by a Development Impact Project Agreement with the Authority (the "DIP Agreement") and will be responsible for making a Development Impact Project Contribution (the "Housing Contribution Grant"). The Housing Contribution Grant shall be made by the grant and payment by the Developer of Two Million Eighty-Three Thousand Three Hundred Fifty and 00/100 Dollars (\$2,083,350.00) payable as follows: (A) \$41,667 per year for calendar years 1993 through 2002, and (B) \$83,334 per year for calendar years 2003 through 2022.

As required under Section 26B-3 of the Code, and to the extent provided by law, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. The Jobs Contribution Grant shall be made by the grant and payment by the Developer of Four Hundred Sixteen Thousand Six Hundred Fifty and 00/100 Dollars (\$416,650.00) payable as follows: (A) \$8,333 per year for calendar years 1993 through 2002, and (B) \$16,666 per year for calendar years 2003 through 2022.

Payments of the Housing and Jobs Contributions Grants, as set forth above, shall be in accordance with the terms set forth in the DIP Agreement a draft of which is attached hereto as Exhibit G.

The above payments have been calculated based upon a gross floor area of the Project in the amount of 516,666.7 square feet, as such gross floor area is established for such payments pursuant

to the Applicant's M.G.L.c.121A Application. The amount of the Housing Contribution Grant is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00. The amount of the Jobs Contribution Grant is calculated by multiplying each such square foot of gross floor area in excess of 100,000 square feet by \$1.00. The Housing Contribution Grant and the Jobs Contribution Grant shall together be known as the "DIP Contribution". Notwithstanding the foregoing, in no event shall the total DIP Contribution to be made pursuant to Articles 26, 26A and 26B of the Code ever exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), payable as set forth above. The DIP Contribution derives from the development of the New Building only, and any future development of any portions of the Project Site other than the New Building Site shall be subject to laws applicable to such payments at such future time.

EXHIBIT A

PROJECT SITE DESCRIPTION

EXHIBIT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;

SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;

NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.

NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;

NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;

SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.

SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;

SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

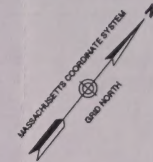
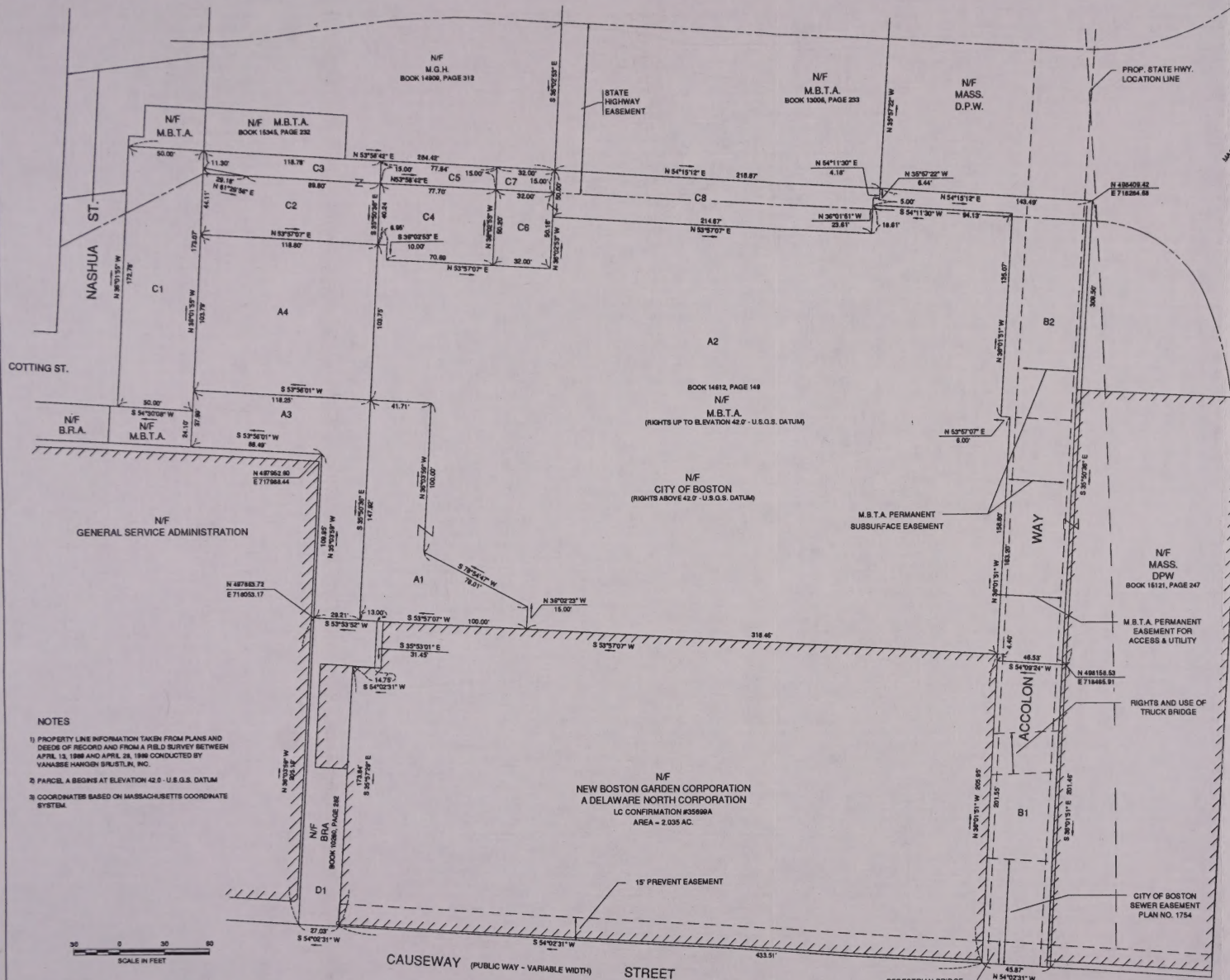
Consulting Engineers & Planners.

PARCEL C8

- SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;
- SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,
- NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

EXHIBIT B
PROJECT PLAN



FOR REGISTRY USE ONLY

PARCELS A1, A2, A3 & A4 LAND NOW OR FORMERLY OWNED BY THE CITY OF BOSTON

A1	8,437 S.F.
A2	107,338 S.F.
A3	7,725 S.F.
A4	12,398 S.F.
TOTAL	135,897 S.F.

BEGINNING AT ELEVATION 42.0' (U.S.G.S. DATUM)

PARCELS B1 & B2 LAND NOW OR FORMERLY OWNED BY M.O.P.W.

B1	8,310 S.F.
B2	18,484 S.F.
TOTAL	26,794 S.F.

SUBJECT TO THE STATE HIGHWAY EASEMENT

PARCELS C1, C2, C3, C4, C5, C6, C7 & C8 LAND NOW OR FORMERLY OWNED BY THE M.B.T.A.

C1	8,837 S.F.
C2	4,833 S.F.
C3	1,779 S.F.
C4	3,838 S.F.
C5	1,180 S.F.
C6	1,808 S.F.
C7	919 S.F.
C8	8,800 S.F.
TOTAL	29,775 S.F.

SUBJECT TO THE STATE HIGHWAY EASEMENT AND RIGHTS OF M.O.P.W.

PARCEL D1 LAND NOW OR FORMERLY B.R.A.

D1	8,851 S.F.
TOTAL	8,851 S.F.

CERTIFICATION

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

James L. Dwyer
 PROFESSIONAL LAND SURVEYOR
 JAMES L. DWYER
 LAND SURVEYOR
 DATE

SUBDIVISION PLAN OF LAND
 IN
 BOSTON, MASS.
 PREPARED FOR
NEW BOSTON GARDEN CORPORATION

SCALE 1"=30' SEPTEMBER 15, 1992

PREPARED BY: VANASSE HANGEN BRUSTLIN, INC.
 Consulting Engineers & Planners
 101 Walnut Street Watertown, MA.

NOTES

- 1) PROPERTY LINE INFORMATION TAKEN FROM PLANS AND DEEDS OF RECORD AND FROM A FIELD SURVEY BETWEEN APRIL 13, 1988 AND APRIL 26, 1988 CONDUCTED BY VANASSE HANGEN BRUSTLIN, INC.
- 2) PARCEL A BEGINS AT ELEVATION 42.0' - U.S.G.S. DATUM
- 3) COORDINATES BASED ON MASSACHUSETTS COORDINATE SYSTEM.

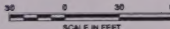
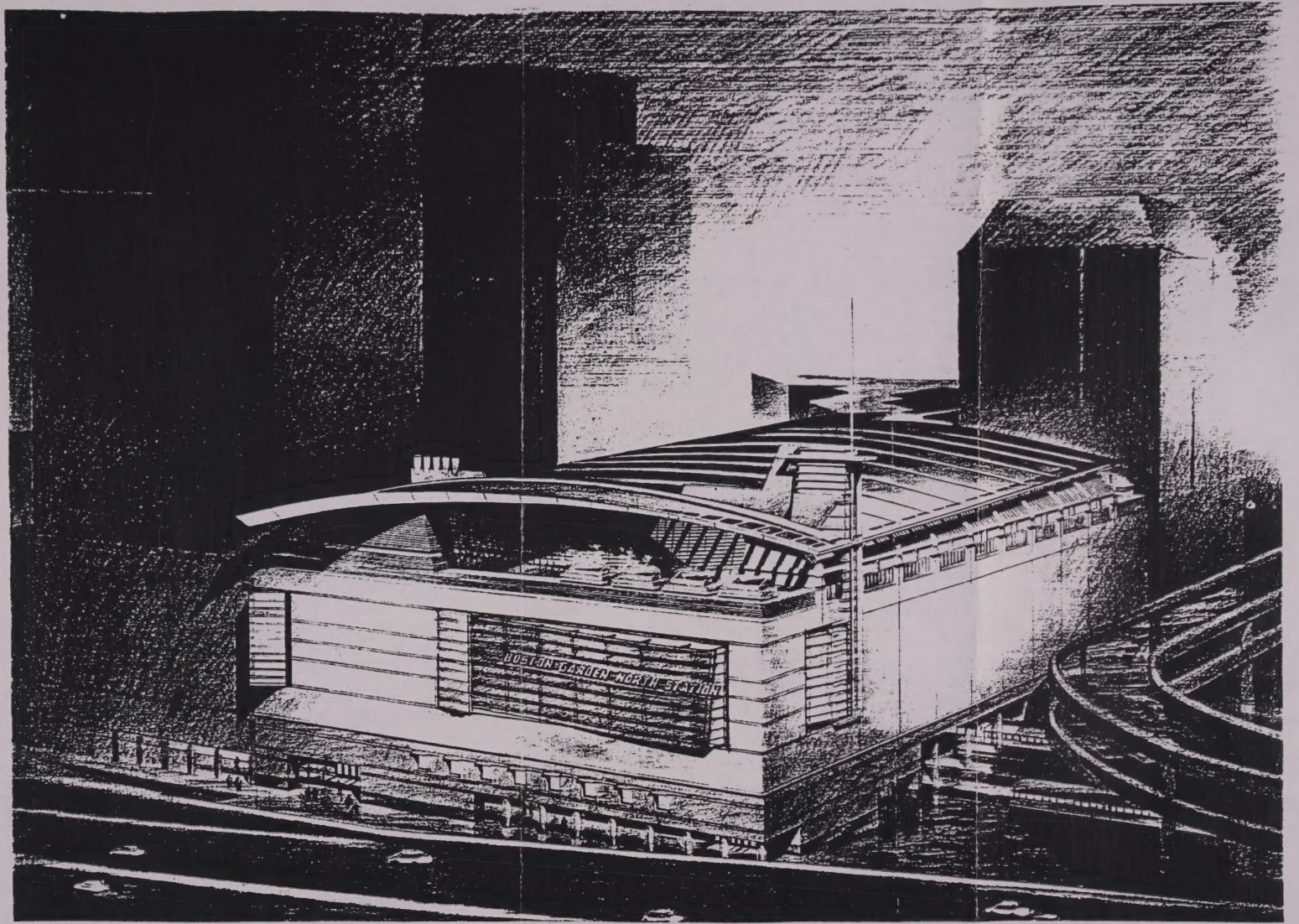
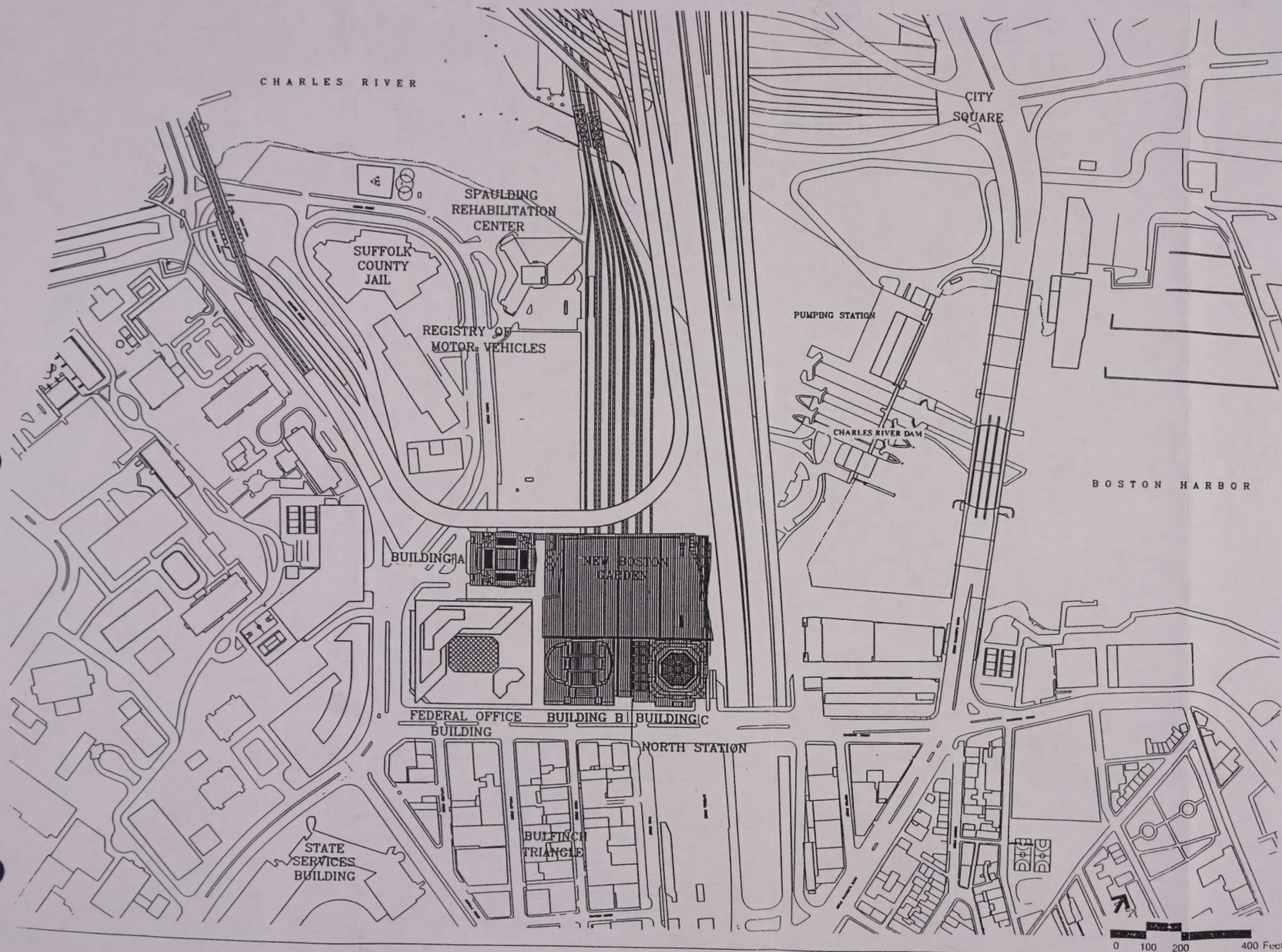


EXHIBIT C

SCHEMATIC DRAWINGS

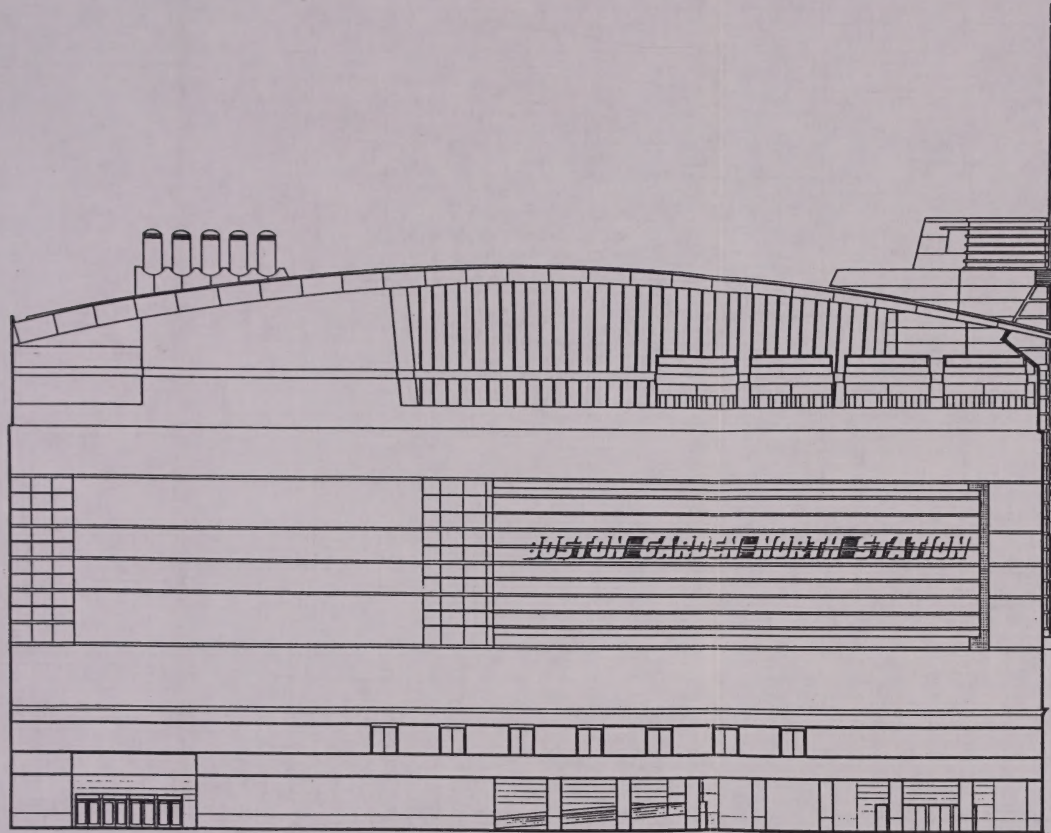




Source: Thomson, French & Assoc., Inc.

Figure III-14

Area Site Plan

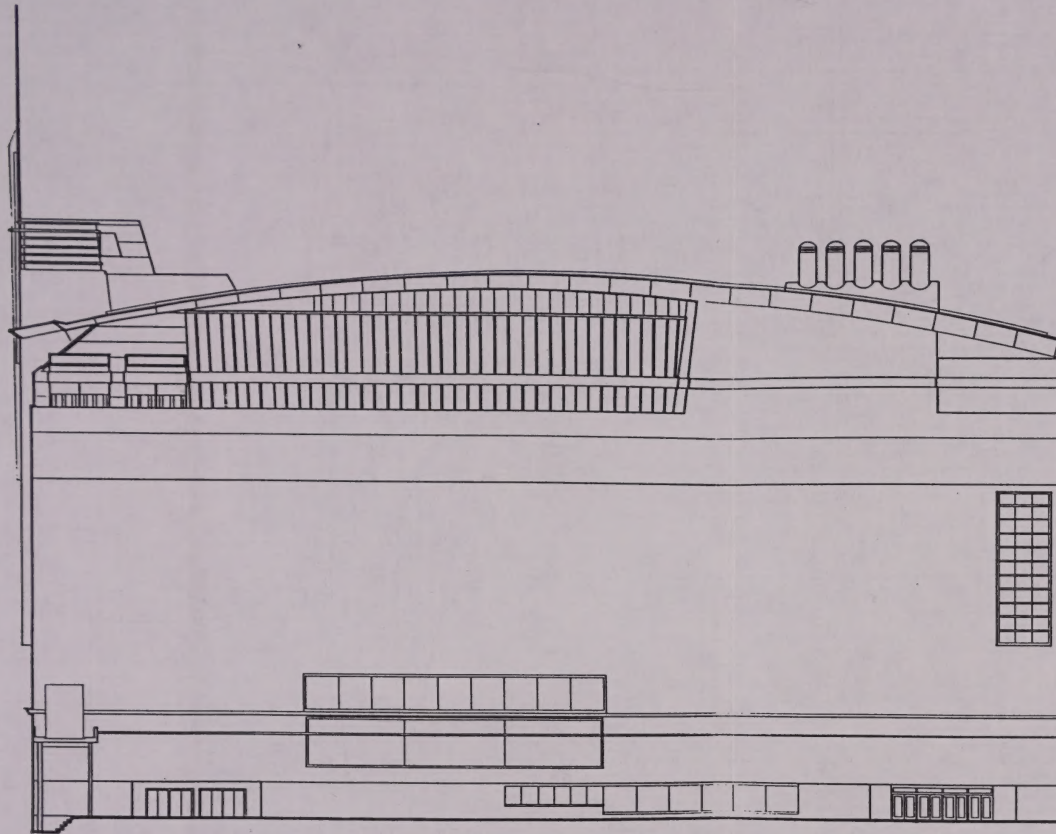


0 20 40 Feet

Source: Ellerbe Becket, Inc.

Figure IV-15

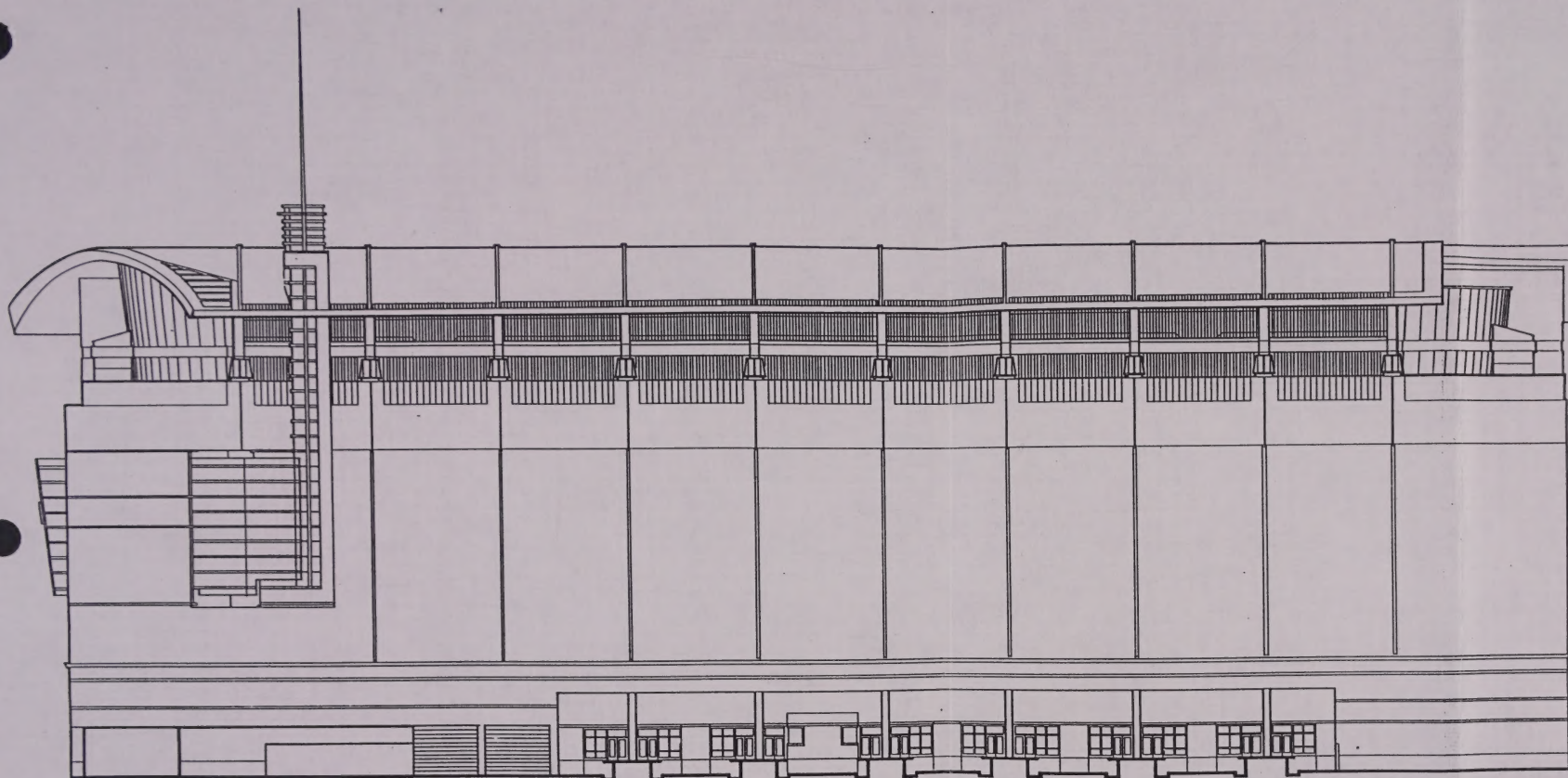
East Elevation



Source: Ellerbe Becket, Inc.

Figure IV-17
West Elevation

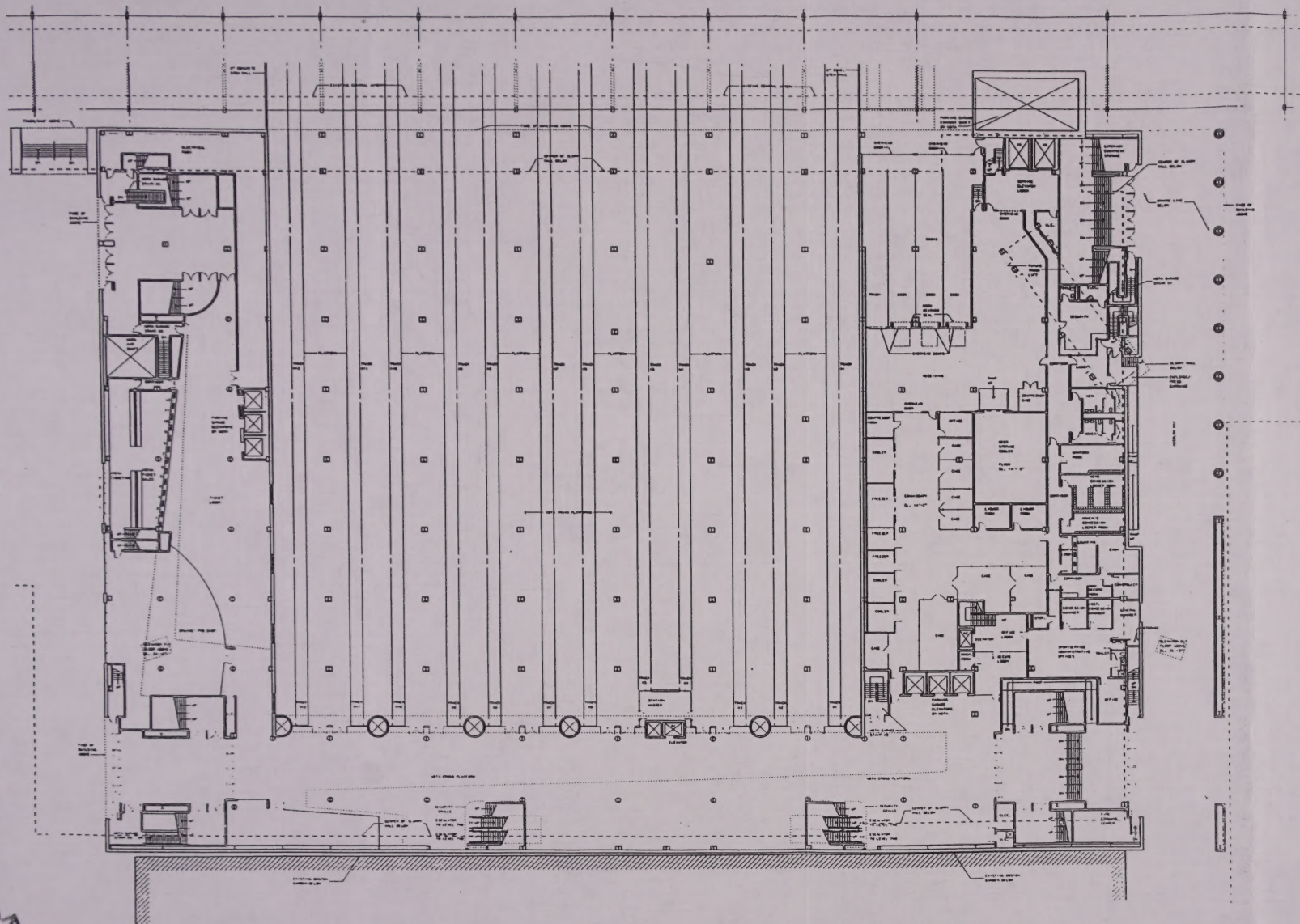
0 20 40 Feet



Source: Ellerbe Becket, Inc.

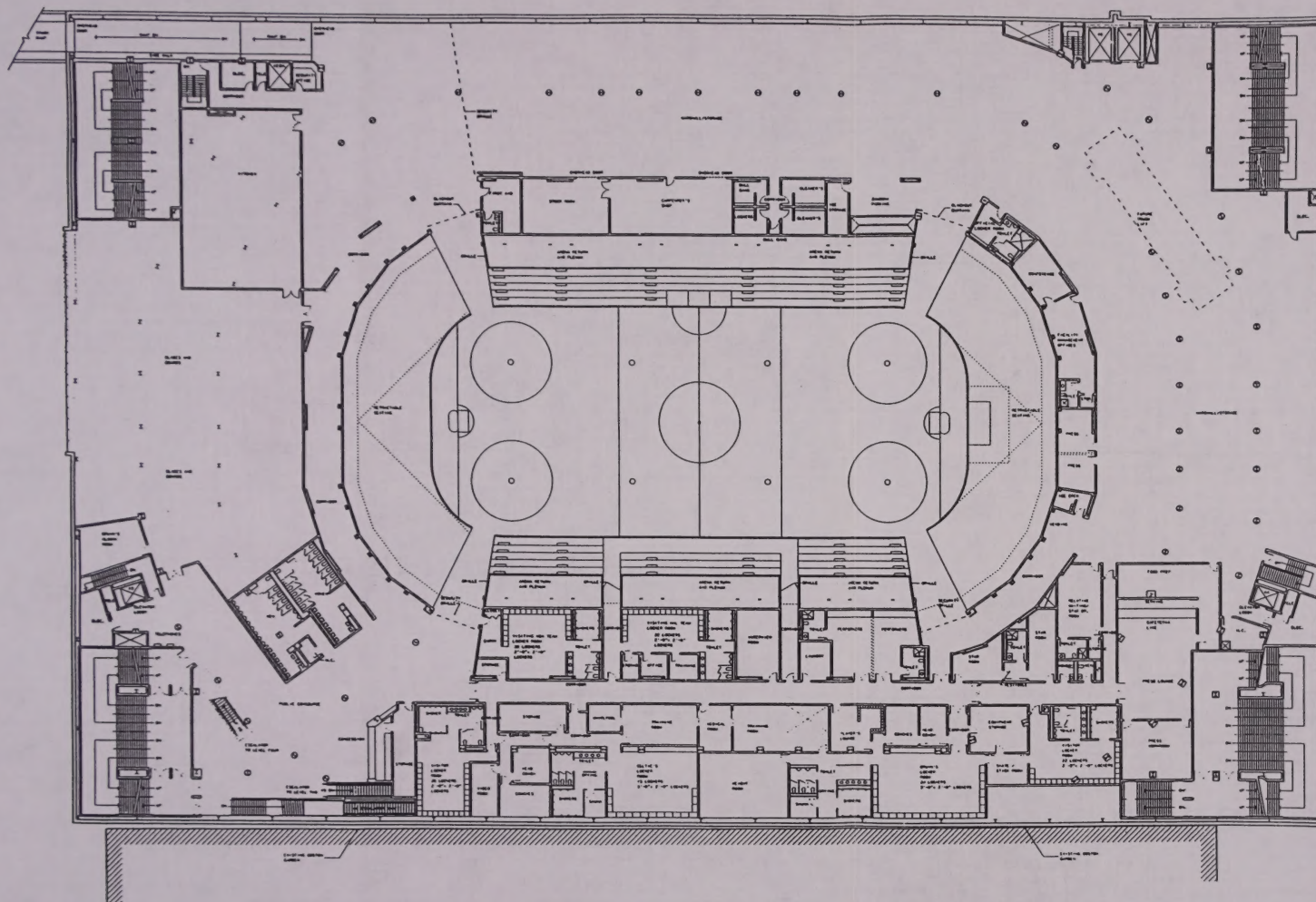
Figure IV-16
North Elevation

0 20 40 Feet



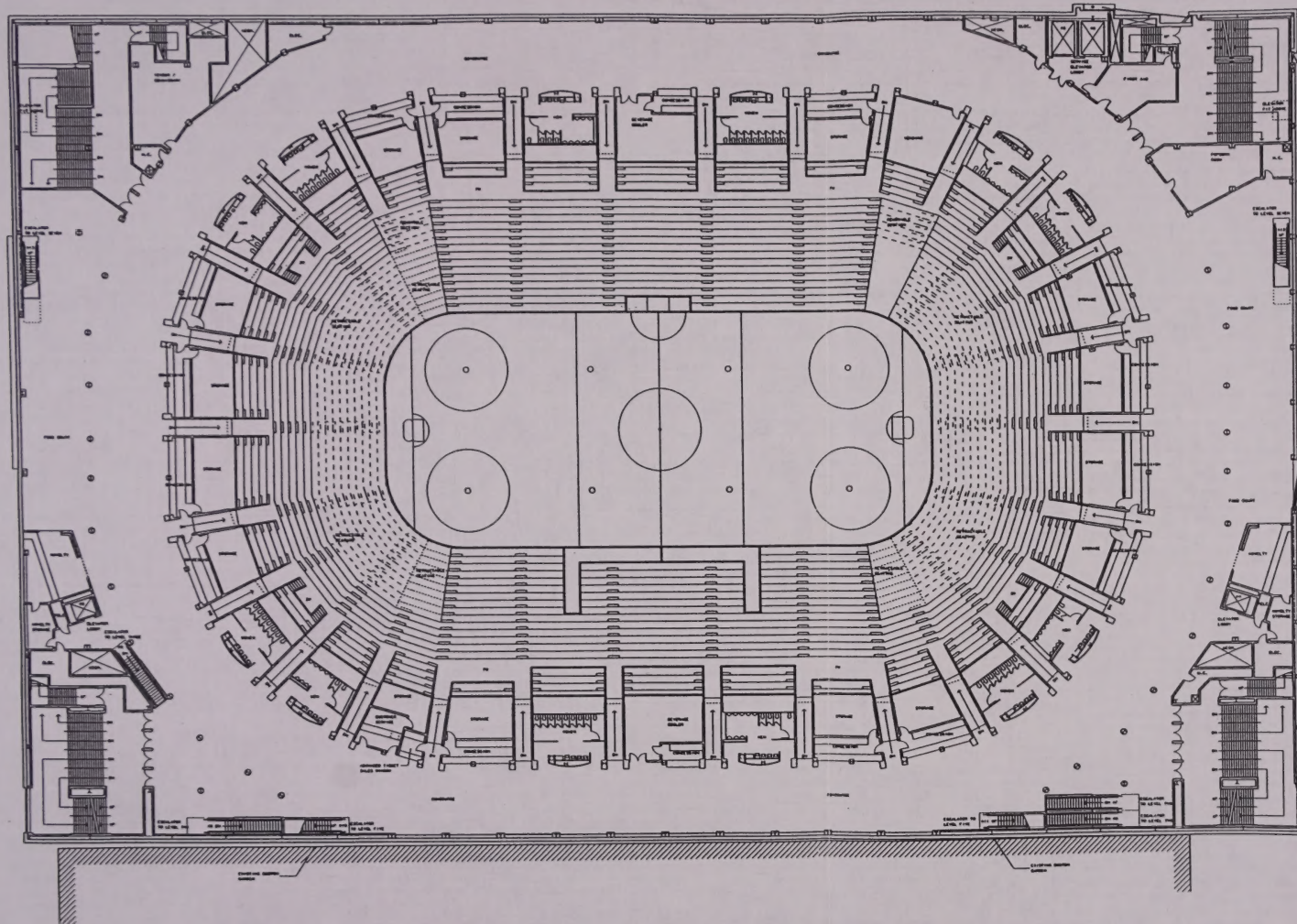
Source: Ellerbe Becket, Inc.

Figure IV-2
Ground Level



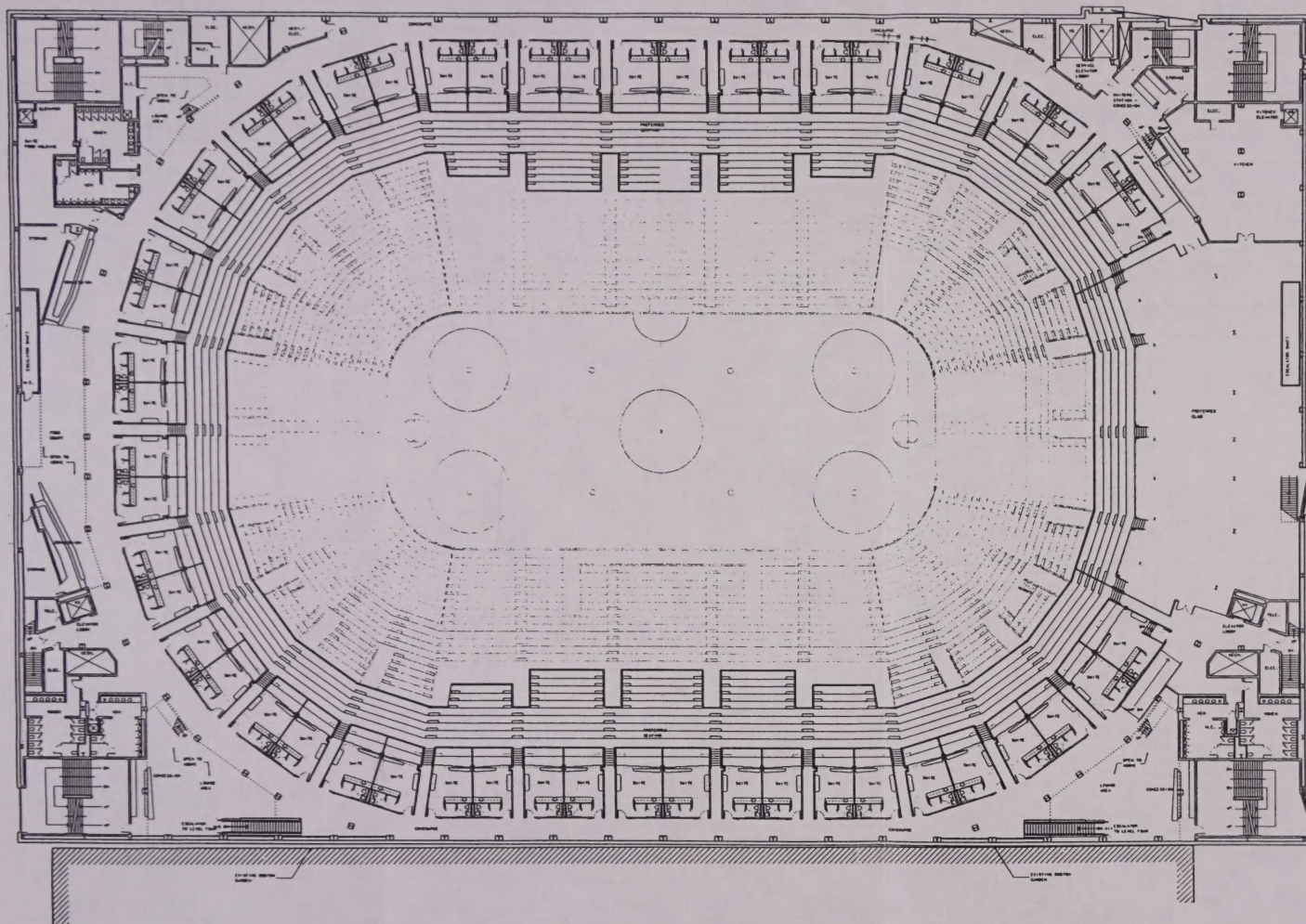
Source: Ellerbe Becket, Inc.

Figure IV-4
Event Floor Level



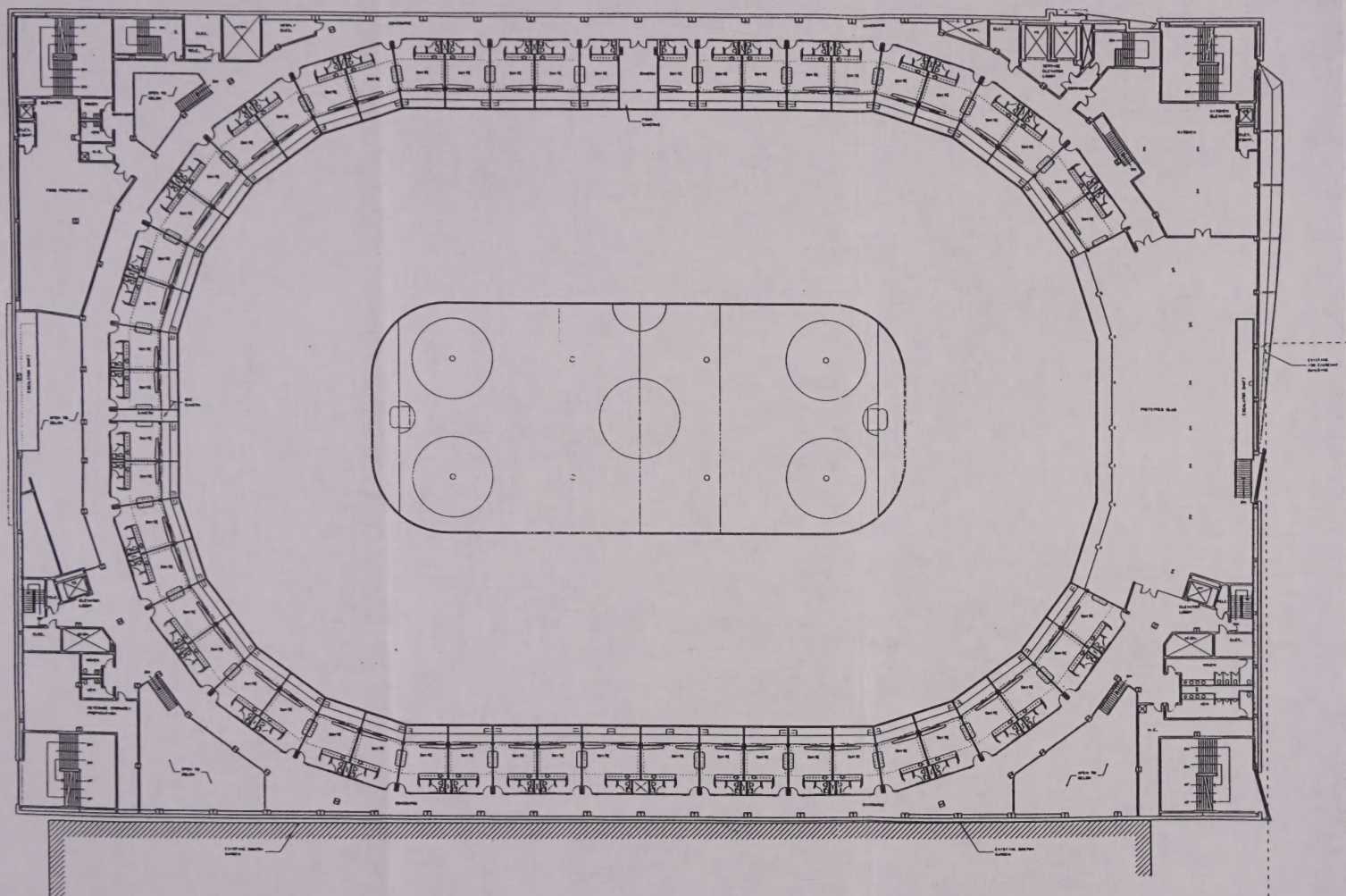
Source: Ellerbe Becket, Inc.

Figure IV-5
Lower Deck Concourse



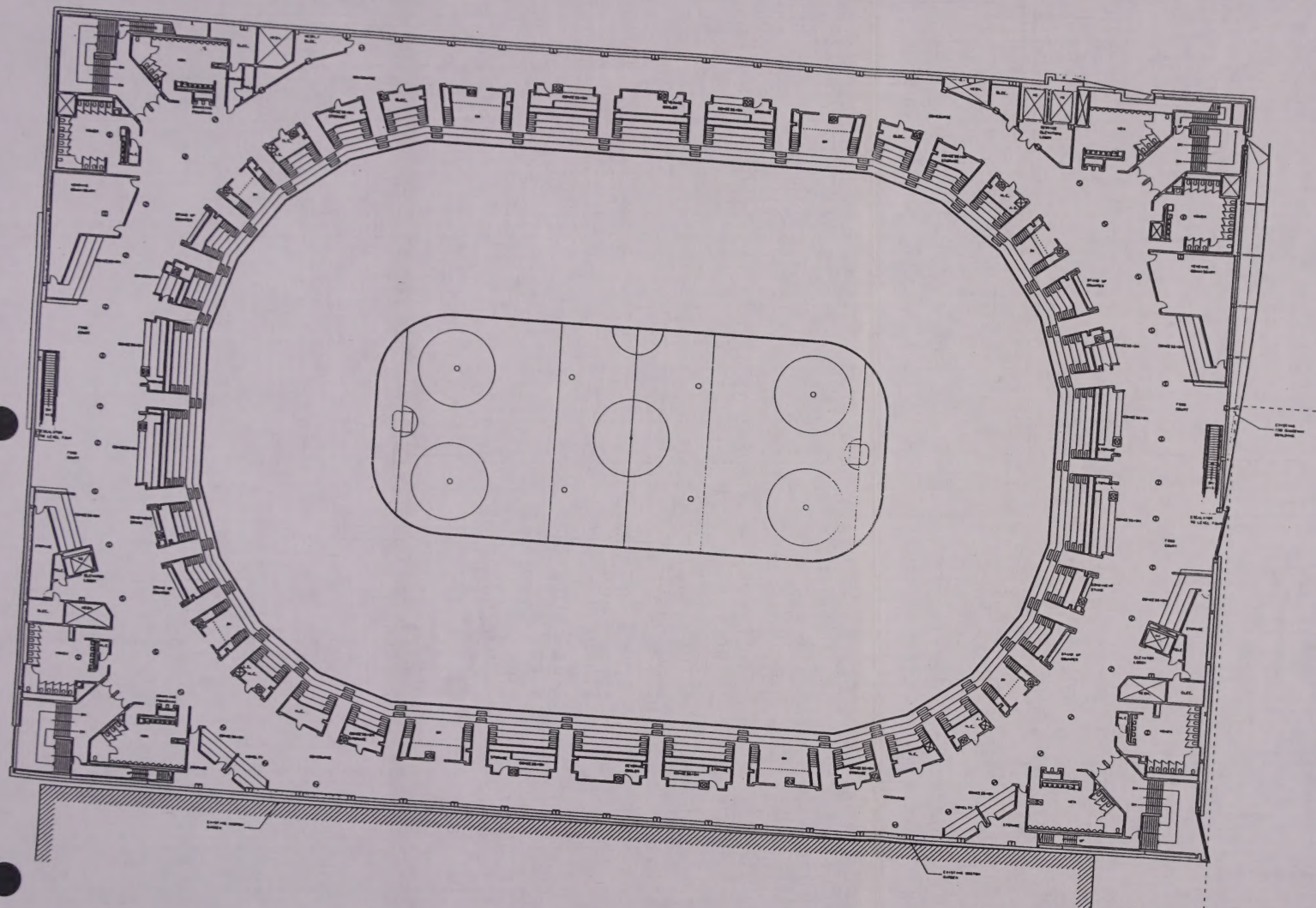
Source: Ellerbe Becket, Inc.

Figure IV-6
Club Seating/
Lower Suite Level



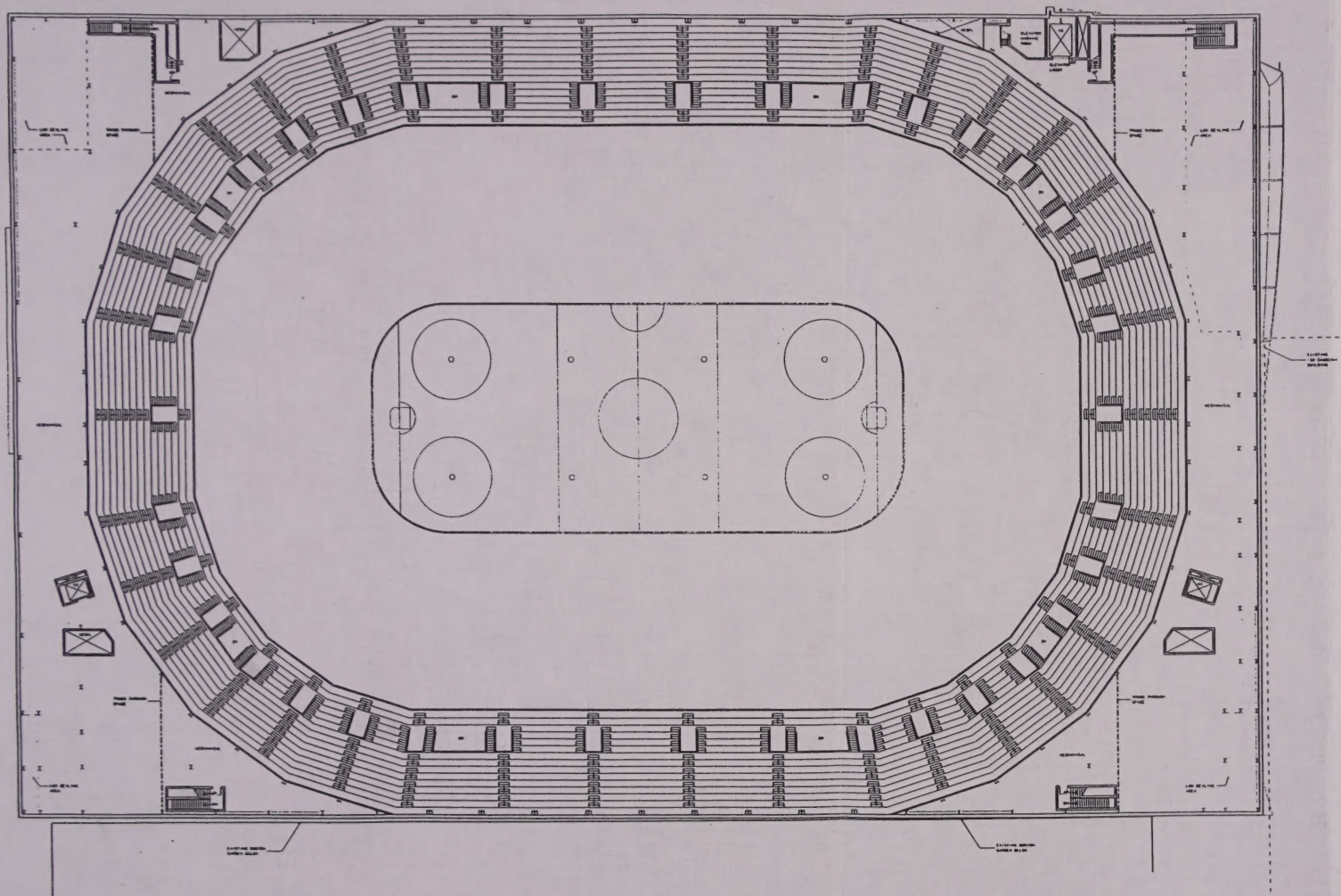
Source: Ellerbe Becket, Inc.

Figure IV-7
Upper Suite Level



Source: Ellerbe Becket, Inc.

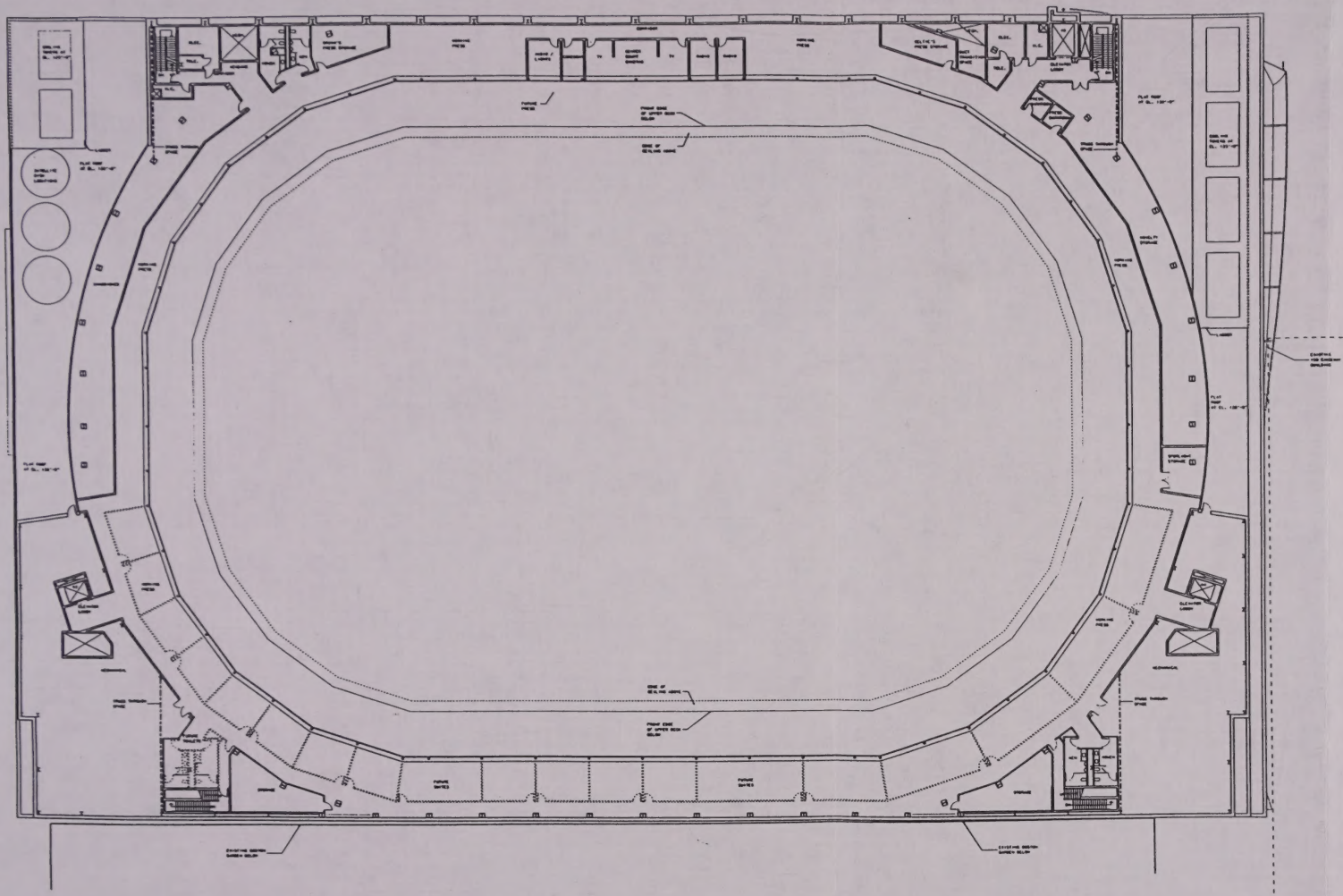
Figure IV-8



Source: Ellerbe Becket, Inc.

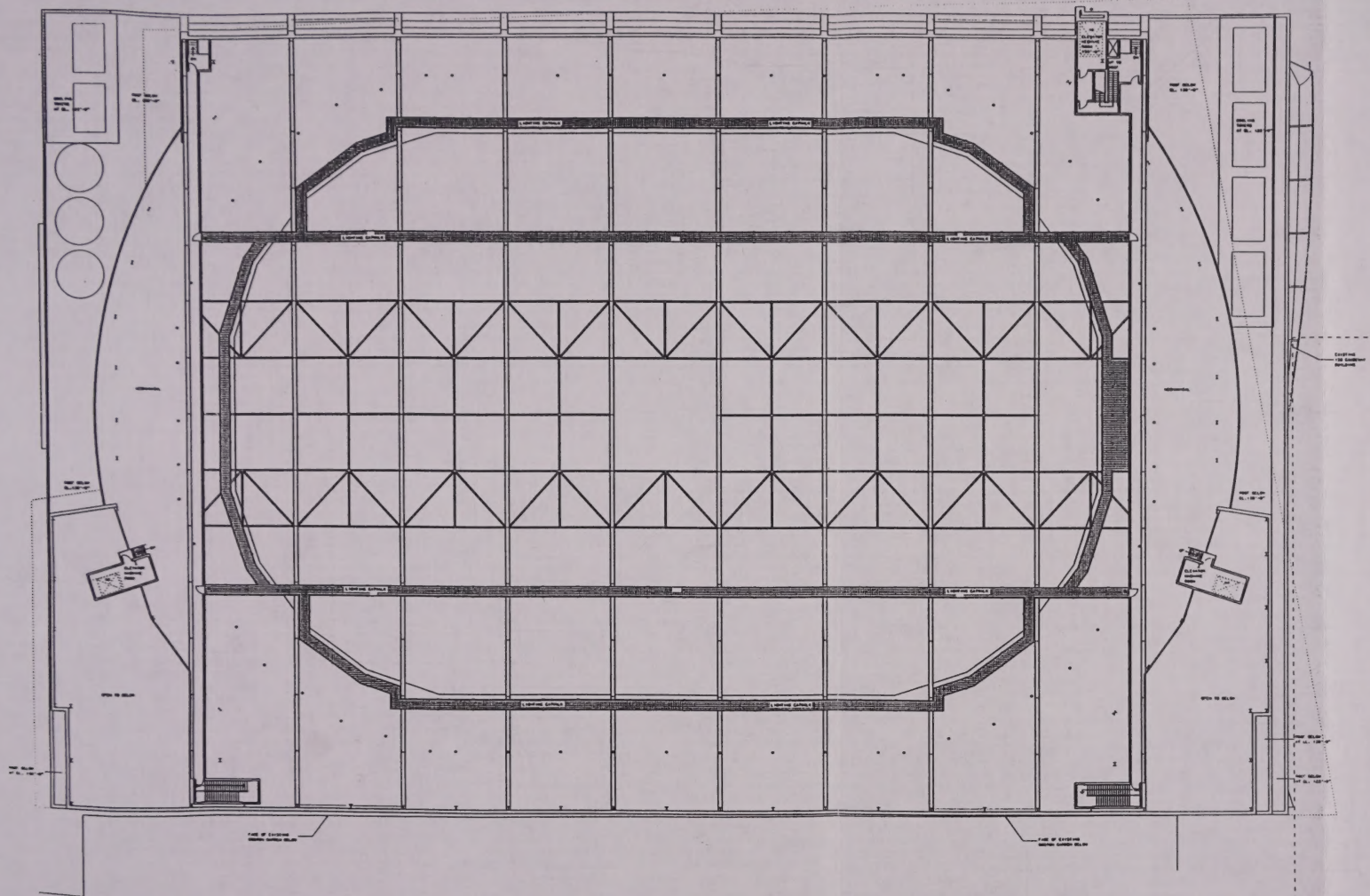
Figure IV-9
Mechanical Level

0 20 40 Feet



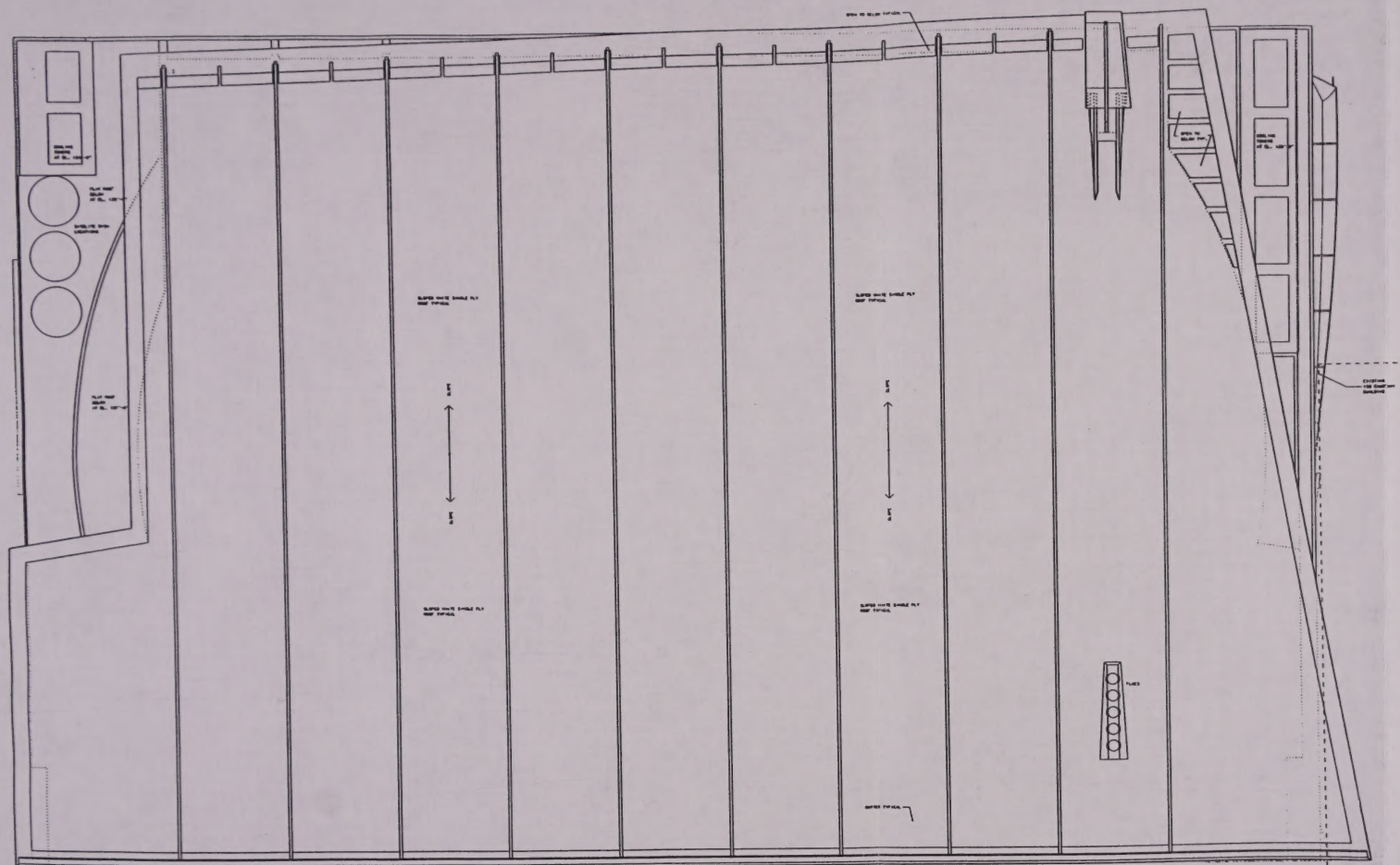
Source: Ellerbe Becket, Inc.

Figure IV-10
Press/ Mechanical Level



Source: Ellerbe Becket, Inc.

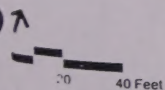
Figure IV-II
Catwalk/ Mechanical Level

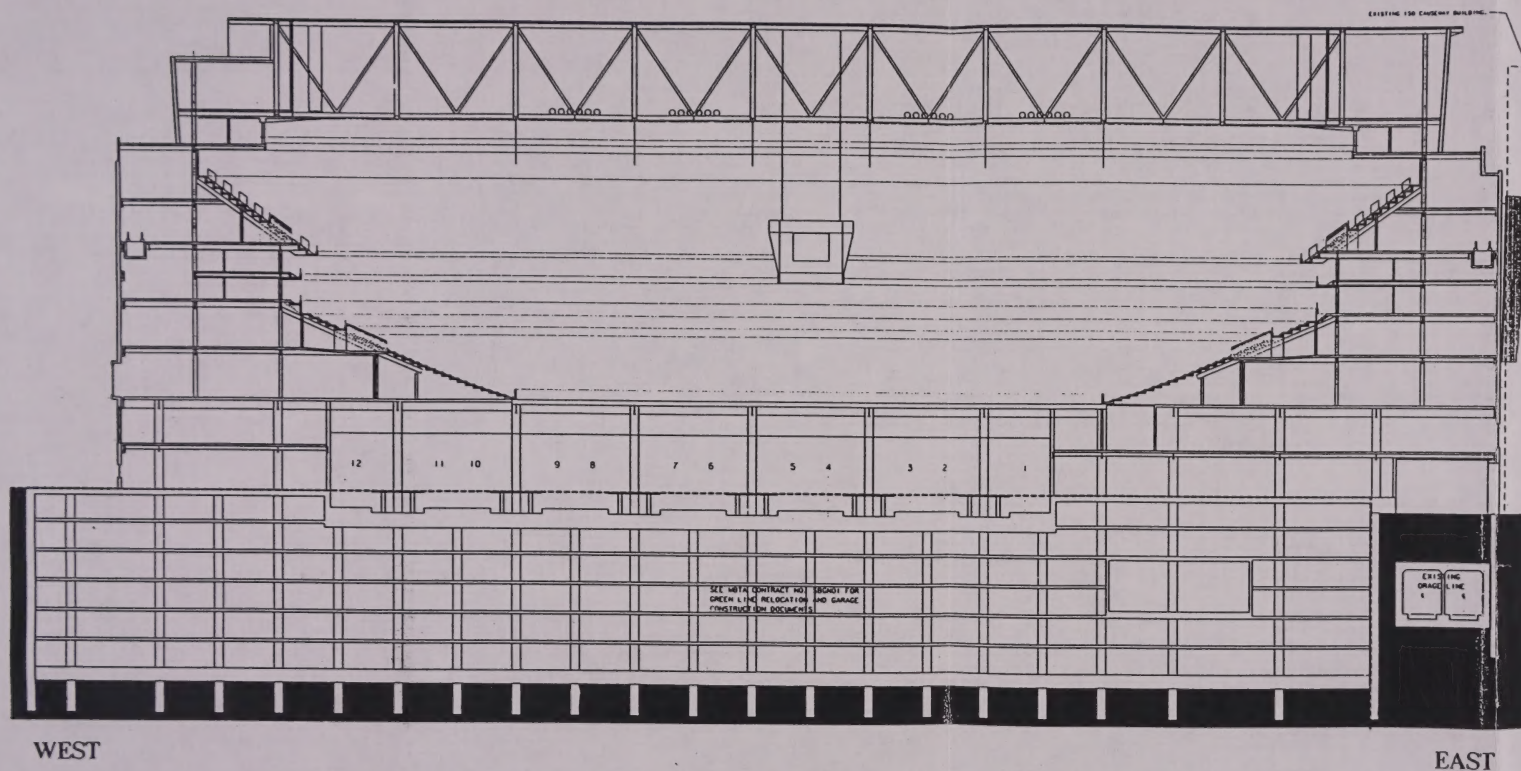


Source: Ellerbe Becket, Inc.

Figure IV-12

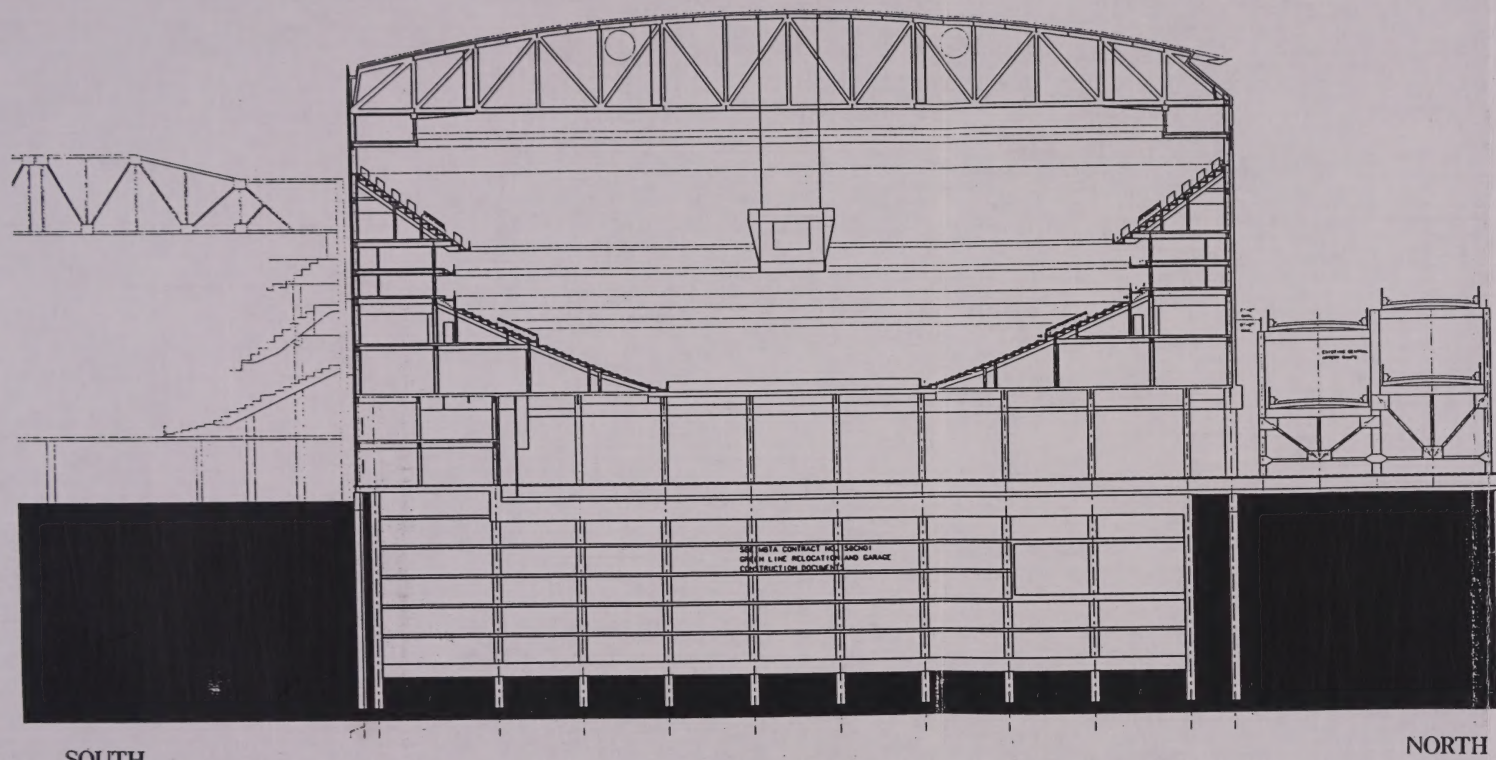
Roof Level





Source: Ellerbe Becket, Inc.

Figure IV-13
Arena Section
Looking North



Source: Ellerbe Becket, Inc.

Figure IV-14
Arena Section
Looking West

0 20 40 Feet

EXHIBIT D

Estimated Construction Schedule

Loan Closing:	November 1992
Completion of Arena Component Design:	November 1992-January 1993
Commence Foundations:	December 1992
Early Steel Order:	January 1993
Selection of Trades/ General Contractor:	February 1993
Commence Construction of Arena Component:	March 1993
Complete Construction of Arena Component:	June 1995
Arena Component "Shakedown Period":	June 1995-August 1995
Formal Opening of Arena Component:	September 1995

EXHIBIT E
LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease") made as of
this 1st day of January 1980, between and between GARDEN CORPORATION, ("Landlord"), a
Massachusetts corporation and 800 GARDEN CORPORATION
("Tenant"), a Delaware corporation.

WHEREAS, Landlord owns the fee of certain land and
buildings situated in the City of Boston, Massachusetts, and
desires to lease the same to Tenant for the purpose of operating a
restaurant and bar.

WHEREAS, Landlord desires to lease to Tenant, and Tenant
desires to take and hire from Landlord, the premises and

WHEREAS, Tenant has agreed to construct and pay for a
restaurant and bar on the premises and to operate the same in
accordance with the plans and specifications attached hereto as
Exhibit A hereto.

NOW, THEREFORE, the parties, for and in consideration
of the mutual covenants and promises herein contained and
other things to be legally bound, the parties hereby covenant and
agree as follows:

1. Certain Definitions

1.1 "Lease" shall have the meaning given in Section 1.1.

1.2 "Commencement Date" shall have the meaning given in
Section 1.2.

1.3 "Default Rate" shall mean an annual rate of interest
equal to the lesser of (i) the prime rate of interest for which
Tenant may lawfully contract in Massachusetts or (ii) the Prime
Rate plus 1 percent.

1.4 "Effective Date" shall mean the date upon which a final
certificate of occupancy is issued for the improvements.

1.5 "Event of Default" shall have the meaning given in
Section 1.5.

1.6 "Improvements" shall mean the property and
improvements therein owned by Tenant and on which the
existing Garden Hotel is situated, as more particularly described
on Exhibit C hereto.

1.7 "Governmental Requirements" shall mean (a) all Federal,
State, County, Municipal and all other governmental statutes, laws,
rules, orders, regulations and ordinances affecting the business or
any part thereof, or the use thereof, including, but not limited

APPENDIX E

LEASE AGREEMENT

THIS LEASE AGREEMENT ("this Lease") made as of _____, 1992 by and between GARDEN CORPORATION, ("Landlord"), a Massachusetts corporation and NEW BOSTON GARDEN CORPORATION ("Tenant"), a Delaware corporation.

WHEREAS, Landlord is the owner of certain land and easement rights described on Exhibit A hereto (the "Premises"); and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to take and hire from Landlord, the Premises; and

WHEREAS, Tenant has agreed to construct and pay for a multipurpose sports and entertainment arena as shown on the plans and specifications attached as Exhibit B hereto.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties hereby covenant and agree as follows:

1. Certain Definitions.

1.1 "Rental" shall have the meaning given in Section 4.1.

1.2. "Commencement Date" shall have the meaning given in Section 3.1.

1.3. "Default Rate" shall mean an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Massachusetts or (ii) the Prime Rate plus 2 percent.

1.4. "Effective Date" shall mean the date upon which a final certificate of occupancy is issued for the Improvements.

1.5. "Event of Default" shall have the meaning given in Section 17.1.

1.6. "Existing Garden" shall mean the property and improvements thereon currently owned by Tenant and on which the existing Boston Garden is erected, as more particularly described on Exhibit C hereto.

1.7. "Governmental Requirements" shall mean (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including, but not limited

extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises, (c) Landlord's application dated as October 1, 1992 (the "Application") under the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts and Chapter 652 of the Acts of 1960, as amended, (collectively, "Chapter 121A"), the provisions of Chapter 121A as now in effect and the Minimum Standards for the Financing, Construction, Maintenance and Management of the Project set forth in the Report and Decision of the Boston Redevelopment Authority dated October 22, 1992 (the "Approval"), and (d) all requirements for permits, licenses, and approvals of all governmental agencies and bureaus, including the permits and licenses referred to in the foregoing.

1.8. "Improvements" shall mean the new entertainment and sports arena and related improvements to be constructed by Landlord on the Premises in accordance with the Plans and Specifications.

1.9. "Plans and Specifications" shall mean the plans and specifications for the Improvements attached as Exhibit D hereto, as such Plans and Specifications may be changed by Tenant with Landlord's consent, which consent shall not be withheld unreasonably.

1.10. "Land Area" shall mean the property, including air rights and easement rights, described on Exhibit A.

1.11. "Prime Rate" shall mean the prime rate, reference rate or similar rate announced from time to time by Shawmut Bank, N.A., as such rate may change from time to time.

1.12. "Premises" shall mean the Land Area together with all and singular the real estate ways, water courses, rights, liberties, privileges, hereditament, improvements now or hereafter existing and appurtenances whatsoever thereunto belonging, or in any way appertaining thereto.

1.13. "Rental" shall have the meaning given in Section 4.1.

1.14. "Term" shall have the meaning given in Section 3.1.

1.15. "Termination Date" shall have the meaning given in Section 3.1.

2. Premises.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby rents, takes and hires from Landlord the Premises, subject nevertheless, to the covenants and conditions set forth in this Lease which Landlord and Tenant respectively covenant and agree to keep and perform.

2.2 Purchase and Sale of Existing Garden. At any time on or after the Effective Date, Landlord shall have the right, at its option, and, upon the exercise of such option, Tenant hereby agrees to sell and convey to Landlord, the Existing Garden, together with all buildings, privileges, hereditaments, appurtenances, fixtures and other improvements thereon. Landlord may exercise such option at any time on or after the Effective Date by notice to Tenant, which notice shall set a closing date not less than thirty (30) days nor more than ninety (90) days from the date of such notice. At the closing of such transaction, Tenant shall convey to Landlord by general warranty deed and other appropriate documents good and negotiable title to the Existing Garden, subject to all liens, encumbrances and restrictions of record or consented to by Landlord. This option and such sale of the Existing Garden is in consideration of Landlord entering into this Lease and other good and valuable consideration, and no additional consideration shall be paid by Landlord for such sale and conveyance. Landlord shall pay all transfer taxes, filing fees and other out of pocket costs in connection with such sale of the Existing Garden. From and after the sale of the Existing Garden by Tenant to Landlord, the Existing Garden shall be included within the Premises for purposes of this Lease, at no additional Rental.

3. Term. The term of this Lease shall be for a period (the "Term") commencing on the date set forth above (the "Commencement Date") and ending at 11:59 PM on fifteenth anniversary of the Commencement Date (the "Termination Date"), unless earlier terminated as provided herein. Possession of the Premises shall be given to Tenant on the Commencement Date.

4. Rentals.

4.1 Rentals. Tenant shall pay to Landlord as rental ("Rental" or "Rent") for the Premises, the following:

(a) during the period from and after the Commencement Date hereof until the Effective Date, no rent or other amount shall be paid by Tenant to Landlord under this Lease;

(b) from and after the Effective Date, and until the first anniversary of the Effective Date, the sum of \$4,000,000 per annum;

(c) from and after the first anniversary of the Effective Date, and until the second anniversary of the Effective Date, the sum of \$4,200,000 per annum;

(d) from and after the second anniversary of the Effective Date, and until the third anniversary of the Effective Date, the sum of \$4,410,000 per annum;

(e) from and after the third anniversary of the Effective Date, and until the fourth anniversary of the Effective Date, the sum of \$4,630,500 per annum;

(f) from and after the fourth anniversary of the Effective Date, and until the fifth anniversary of the Effective Date, the sum of \$4,862,025 per annum;

(g) from and after the fifth anniversary of the Effective Date, and until the sixth anniversary of the Effective Date, the sum of \$5,105,126 per annum;

(h) from and after the sixth anniversary of the Effective Date, and until the seventh anniversary of the Effective Date, the sum of \$5,360,383 per annum;

(i) from and after the seventh anniversary of the Effective Date, and until the eighth anniversary of the Effective Date, the sum of \$5,628,402 per annum;

(j) from and after the eighth anniversary of the Effective Date, and until the ninth anniversary of the Effective Date, the sum of \$5,909,822 per annum;

(k) from and after the ninth anniversary of the Effective Date, and until the tenth anniversary of the Effective Date, the sum of \$6,205,313 per annum;

(l) from and after the tenth anniversary of the Effective Date, and until the eleventh anniversary of the Effective Date, the sum of \$6,515,579 per annum; and

(m) from and after the twelfth anniversary of after the Effective Date, and until the Termination Date, the sum of \$6,841,357 per annum.

4.2. Payment of Rental. Tenant shall pay all Rental in twelve equal monthly installments, due and payable on the first day of each calendar month, without any setoff, deduction or prior demand therefor whatsoever. Rental shall be paid and delivered to Landlord at such place and to such person as Landlord may, from time to time, designate in a notice to Tenant. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount

with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant. Rental shall be prorated for any partial year.

5. Taxes. Landlord shall be responsible for paying to the pertinent taxing authority all real estate taxes (including taxes levied or assessed in lieu of or as a substitution for real estate taxes) imposed, assessed or levied upon or against the Premises and/or the Improvements during the Term, but not against any building or other improvements other than the Improvements hereafter erected or installed on the Premises, the real estate taxes on which shall be the responsibility of Tenant.

6. Construction, Equipping and Furnishing of the Improvements and Ownership

6.1. Tenant Construction Obligations. Tenant shall promptly proceed to complete development and construction of the Improvements on the Premises, in accordance with the Plans and Specifications.

6.2. Conditions Precedent to Tenant Construction Obligations. The obligations of Tenant pursuant to Section 6.1, above are expressly conditioned upon the following items being in effect prior to and at all times during the construction of the Improvements:

- (a) Tenant shall have closed on the financing for the construction of the Improvements, and funding shall continue to be available thereunder;
- (b) Tenant shall have obtained and shall at all times have all Federal, State and local permits and approvals necessary for the construction of the Improvements; and
- (c) Landlord shall have unconditionally approved the Plans and Specifications, as amended.

6.3. Ownership. Landlord shall be the owner of the Improvements for all purposes.

7. Alterations. After completion of construction of the Improvements Tenant shall have the right, from time to time, to make or permit to be made any alterations, improvements or additions to the Premises, the Improvements, or any part thereof; provided that all alterations, improvements and additions to the Premises and/or the Improvements shall be made in accordance with all Governmental Requirements. All such alterations, additions and

improvements shall at once when made become a part of the Improvements and shall be and remain the sole property of Landlord.

8. Maintenance and Repair. Tenant shall at Tenant's sole cost and expense keep the Premises, the Improvements and all equipment and personal property therein in good order, condition and repair, and shall make all replacements as required.

9. Governmental Requirements. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises and all improvements to comply with all Governmental Requirements.

10. Assignment and Subletting; Mortgages.

10.1 Assignment and Subletting. Tenant shall have the right at any time to assign this Lease or to sublet the Premises, in whole or in part. In the event of any assignment or subletting pursuant to the preceding sentence, Tenant shall not be released from liability under this Lease, and shall remain liable for all obligations of Tenant hereunder, unless and to the extent Landlord agrees in writing to the release of Tenant's obligations hereunder, which agreement may be granted or withheld in Landlord's sole discretion.

10.2. Mortgages on Tenant's Leasehold Interest. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the unrestricted right, at any time, and from time to time, to mortgage, pledge or otherwise encumber Tenant's leasehold interest in and to the Premises. Tenant shall also have the right to assign its interest in this Lease to such mortgagee as security for any such mortgage, pledge or other encumbrances.

10.3. Leasehold Mortgagee Protections. If Tenant mortgages its leasehold interest in and to the Premises and delivers a copy of any such leasehold mortgage (or any assignment) to Landlord, then, until such time as Landlord receives notice that such leasehold mortgage or assignment has been satisfied, the following provisions shall apply:

(a) Landlord, upon serving upon Tenant any notice of default pursuant to this Lease or any other material notice or demand under the provisions of or with respect to this Lease, shall also serve a copy of such notice upon the leasehold mortgagee, and no notice or demand by Landlord to Tenant under this Lease shall be deemed to have been duly given unless and until a copy thereof has been so served upon each such leasehold mortgagee. Copies of notice shall be served by Landlord upon the leasehold mortgagee in accordance with the notice provisions contained in the copy of the applicable leasehold mortgage (or assignment thereof) delivered to

Landlord pursuant to this Section 10.3 and Landlord shall have the right to rely conclusively upon such document as to the appropriate method to serve such copy.

(b) The leasehold mortgagee shall have the right to perform any term, covenant, condition or agreement of this Lease on Tenant's part to be performed, and Landlord shall accept such performance by such leasehold mortgagee with the same force and effect as if furnished by Tenant.

(c) Landlord shall not terminate this Lease until the expiration of ten (10) days after the date Landlord shall have given notice to the leasehold mortgagee of the existence of a default by Tenant of the kind referred to in Section 17.1(a) or until the expiration of thirty (30) additional days after Landlord shall have given notice to the leasehold mortgagee of the existence of a default of the kind referred to in Section 17.1(b) and that Tenant has failed to cure such default as provided therein, and a notice of termination given prior to the expiration of the applicable time period shall have no force or effect. Landlord and Tenant agree that the leasehold mortgagee shall have the right (but shall not be obligated) within such ten (10) day period to cure any default by Tenant of the kind referred to in Section 17.1(a) or within such thirty (30) day period to cure or proceed diligently to cure a default by Tenant of the kind referred to in Section 17.1(b). The leasehold mortgagee shall be deemed to be diligently proceeding to cure a default of Tenant of the kind referred to in Section 17.1(b) if such leasehold mortgagee shall have commenced foreclosure proceedings or other proceedings to acquire possession of Tenant's leasehold interest in and to the Premises, provided that during the pendency of such proceedings the leasehold mortgagee shall be proceeding with due diligence to complete such proceedings, shall pay to Landlord all Rent and other payments due under the terms of this Lease as and when the same shall become due and shall be proceeding with due diligence to cure any defaults of Tenant other than defaults of the kind referred to in Section 17.1(b) which are not reasonably susceptible of being cured by a leasehold mortgagee; however, the leasehold mortgagee shall not be obligated to continue such foreclosure proceedings to prevent any such termination if any such defaults shall have been cured prior to the completion of such proceedings. Landlord agrees that so long as the leasehold mortgagee shall be diligently proceeding to cure a default of the kind referred to in Section 17.1(b) in the manner provided in the preceding sentence, Landlord shall not terminate this Lease by reason of such default, and upon the completion of such cure of such default and acquisition of Tenant's leasehold estate in and to the Premises by the leasehold mortgagee or its nominee or any purchaser at a foreclosure sale or the assignee of any such purchaser, this Lease shall continue in full force and effect as if no notice of termination had been given.

(d) Tenant may delegate irrevocably to any leasehold mortgagee the authority to exercise any or all of Tenant's rights

hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or such leasehold mortgagee delivers to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the leasehold mortgage itself, in which case, the service upon Landlord of a copy of the leasehold mortgage, together with a written notice specifying the provisions therein which delegate such authority to the leasehold mortgagee, shall be sufficient to give Landlord notice of such delegation. Landlord shall be entitled to rely on any written instrument affecting such delegation or on the provisions of the leasehold mortgage and Tenant hereby releases Landlord and agrees to indemnify and hold Landlord harmless from any action taken by Landlord as a result of any such delegation by Tenant under this clause (d).

(e) In the event of the termination of this Lease, prior to the expiration of the Term, hereof whether by summary proceedings to dispossess, service of notice to terminate or otherwise, and whether due to any default or condition referred to in Section 17.1(a) or 17.1(b) or otherwise, Landlord shall serve upon the leasehold mortgagee written notice that this Lease has been terminated together with a statement of any and all sums which would at the time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Such leasehold mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

- (i) Upon the written request of the leasehold mortgagee, given within thirty (30) days after the service of such notice that this Lease has been terminated, Landlord shall enter into a new lease of the Premises with such mortgagee, or the nominee or designee of such mortgagee.
- (ii) Such new lease shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term and at the rent and upon the then executory agreements, term, covenants and conditions hereof and shall have equal priority with this Lease.
- (iii) Upon the execution of such new lease, the new tenant thereunder shall pay to Landlord any and all rents and other sums which would at the time of the execution thereof have been due under this Lease had it not been for termination of this Lease. Such new tenant shall, at such time, also pay to Landlord all expenses, including reasonable counsel fees, court costs and

disbursements incurred by Landlord in connection with Tenant's defaults and the termination of this Lease, Landlord's recovery of possession of the Premises, and all Landlord's costs and expenses in connection with the preparation, execution, delivery and recording of the new lease. Upon the execution of such new lease and payment in full of the foregoing, Landlord shall allow to the new tenant thereunder (and such tenant shall be entitled to) an adjustment in an amount equal to the net income, if any, derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of execution of such new lease.

(f) If there is more than one leasehold mortgagee and if more than one leasehold mortgagee shall request a new lease pursuant to Section 9.3(e)(i), Landlord shall enter into such new lease with the leasehold mortgagee (or with the nominee or designee of the leasehold mortgagee) lowest in order of priority of lien who (i) cures all defaults under all prior leasehold mortgages, (ii) delivers to Landlord certificates or letters from the holders of all prior leasehold mortgages which certify or state that no default then exists under such prior leasehold mortgages, and (iii) executes and delivers, at the time of the execution of such new lease, new mortgages to the holders of all prior leasehold mortgages, constituting a lien on this Lease, having the same terms and conditions, and securing the same amounts, as contained in such prior leasehold mortgages.

10.4. Definition, Merger, Cooperation. All references in this Lease to a "leasehold mortgage" or to a "leasehold mortgagee" shall be deemed to mean a mortgage of this Lease and the holder or holders thereof, respectively (and shall be deemed to include a deed of trust to secure an issue of bonds, notes or other obligations, and the trustee or trustees thereunder, respectively), and shall be deemed to include, as well, any valid replacements, extensions, renewals and consolidations and correlations of one or more such mortgages.

So long as any leasehold mortgage is in existence, unless the holders of all leasehold mortgages then existing shall otherwise expressly consent in writing, the leasehold estate created by this Lease shall not merge but shall remain separate and distinct notwithstanding the acquisition of both leasehold interests by Landlord or by Tenant or by a third party, by purchase or otherwise. No acceptance by Landlord of a voluntary surrender of this Lease shall be binding upon any leasehold mortgagee without its written consent; however, the exercise by Landlord or Tenant of any right of cancellation or termination pursuant to the terms of

this Lease shall not be deemed a "voluntary surrender," nor shall anything herein require that Landlord obtain the consent of each leasehold mortgagee before commencing any action or proceeding based upon a default hereunder by Tenant.

If Tenant seeks to mortgage its leasehold interest, Landlord agrees to amend this Lease from time to time to the extent reasonably requested provided such amendments do not in Landlord's sole judgment materially and adversely affect the rights of Landlord hereunder and any expenses incurred in connection with any such amendment shall be paid by Tenant.

11. Utilities. Tenant shall install and pay for all public and private utility services, including but not limited to water, sewer, gas and electric, used or consumed on or in connection with the Premises and/or the Improvements.

12. Indemnity. Tenant shall protect, indemnify and save and keep Landlord forever harmless against and from any cost, loss, damage, penalty or expense (i) imposed for any violation of law or ordinance, whether occasioned by Tenant or those holding under Tenant, (ii) arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease; (iii) arising from the conduct or management of the Premises and/or the Improvements or from work performed thereon or therein; (iv) arising from any negligent act or omission of Tenant, or any occupant of the Premises or any part thereof, or of its or their agents, contractors, servants, employees, invitees or licensees; or (v) arising from any accident, injury or damage whatsoever caused to person or property occurring during the Term on or about the Premises and/or the Improvements, in each case unless caused by Landlord's sole negligence. Tenant shall defend Landlord at Tenant's cost against any of the foregoing by counsel selected by Tenant and approved by Landlord if Landlord so elects, or Landlord may select its own counsel. Landlord shall promptly notify Tenant of any of the foregoing known to Landlord, but the failure of Landlord so to do shall not impair the obligations of Tenant hereunder.

13. Access to Premises. Tenant shall permit Landlord or Landlord's agents to inspect or examine the Premises and the Improvements at any reasonable time and permit Landlord to make (but without obligation to make) such repairs to the Premises and the Improvements as Landlord may deem necessary for preservation thereof and which Tenant has failed so to make without the same being construed as an eviction of Tenant in whole or in part, and the Rental shall in no wise abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant because of the prosecution of such work. Landlord shall have the right to enter upon the Premises at any reasonable time and from time to time during the term of this Lease for the purpose of exhibiting the same to prospective purchasers and lenders.

14. Tenant's Property. All equipment and other personal property placed or installed in or on the Premises and/or the Improvements by Tenant and designed for and used in the conduct of the business of Tenant in the Premises and/or the Improvements, shall at all times be and remain the property of Tenant.

15. Condemnation of the Premises.

15.1. General. If the Premises and/or the Improvements or any part thereof shall be taken or condemned either permanently or temporarily for any public use or purpose by any competent authority in condemnation proceedings or by any right of eminent domain, the entire compensation award thereof, both leasehold and reversion, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its rights, title and interest to any such award; provided, however, that Tenant shall be entitled to any award made in any such condemnation proceedings for business relocation and/or moving expenses. Notwithstanding the foregoing, in the situation referred to in this paragraph 15.1, the compensation award for the Improvements provided by Tenant shall be prorated between Landlord and Tenant on the basis of the Landlord being entitled to that portion of the award for such Improvements provided by Tenant that bears the same percentage to the award as the expired portion of the Term of this Lease, bears to the total Term of this Lease and Tenant shall be entitled to the remainder of the award.

15.2. Substantial Taking. If substantially all of the Premises and the Improvements shall be taken as aforesaid, then this Lease, at Landlord's sole option, shall terminate and shall become null and void from the time possession thereto is required for public use, and from that date the parties hereto shall be released from all further obligations hereunder. In such case as provided in this Section 15.2, the condemnation award shall be distributed as between Landlord and Tenant as provided in Section 15.1 above.

15.3. Minimal Taking. If only a portion of the Premises and the Improvements shall be so taken or condemned, so that Landlord does not terminate this Lease, Landlord shall use the net proceeds of such condemnation to the extent required to repair and restore the portion of the Improvements not affected by the taking and this Lease shall continue in full force and effect except that the Rental shall be proportionately reduced.

16. Damage or Destruction. If, during the Term, the Improvements or any other improvements to the Land Area are damaged or destroyed (the "Damaged Improvements"), Landlord shall promptly and with due diligence repair, restore or rebuild the Damaged Improvements. During the period of such repair, restoration or rebuilding, rentals shall not abate in any manner whatsoever. If Landlord does not diligently proceed to repair, restore or rebuild the Damaged

Improvements after such damage or destruction, Tenant may, as its sole remedy and upon sixty (60) days prior written notice to Landlord, terminate this Lease.

17. Default and Remedies.

17.1. If any of the following events of default (an "Event of Default") occurs, that is, if:

- a. Tenant fails, neglects or refuses to pay any Rental or sums payable hereunder as Rental at the time and in the amount as herein provided, or to pay any other monies agreed by it to be paid promptly when and as the same shall become due and payable under the terms hereof; or
- b. Tenant abandons or vacates the Premises or the Improvements or commits waste thereon, or any execution is issued against a substantial part of Tenant's assets, or bankruptcy, receivership or insolvency proceedings are instituted by or against Tenant (if involuntary, Tenant shall have sixty (60) days to stay, dismiss or discharge) or an assignment is made by Tenant for the benefit of creditors, or Tenant fails, neglects or refuses to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by it, and in the event any such failure, neglect or refusal shall continue for a period of more than 30 days after notice thereof is given in writing to Tenant by Landlord, provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Tenant shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within such thirty (30) day period and is diligently prosecuting such case to completion or has taken the proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration or other interference with the Premises by reason of non-compliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority, as the case may be;

then the entire Rental (discounted to its present value using the then current Prime Rate) for the balance of the Term of this Lease then in effect shall at Landlord's option at once become due and payable as if by the terms of this Lease it is payable in advance,

and Tenant hereby authorizes and fully empowers Landlord to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately, without any previous notice of intention to re-enter, and to remove all persons and their property therefrom, and to use such methods in effecting and perfecting such removal of Tenant as may be necessary or advisable to recover at once first and exclusive possession of the Premises, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by Landlord, in which event this Lease shall terminate and Tenant shall indemnify Landlord against all unavoidable loss or rent which Landlord may incur by reason of such termination during the residue of the Term of this Lease.

Landlord may, however, at its option at any time and after such Event of Default, re-enter and take possession of the Premises without such re-entry working a forfeiture of the Rentals to be paid and the covenants, agreements and conditions to be kept and performed by Tenant for the Term of this Lease. In such event Landlord shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Landlord may determine and to lease or let the same or portions hereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such periods of time and as such rentals and for such use and upon such covenants and conditions as Landlord may elect, applying the net rentals from such letting first to the payment of other necessary expenses of Landlord in connection with such reletting. The balance, if any, shall be applied by Landlord from time to time on account of the payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may seem desirable from time to time, without being obligated to await the end of the Term for the final determination of Tenant's account. Any balance remaining, however, after full payment and liquidation of Landlord's account as aforesaid shall be paid to Tenant, with the right reserved to Landlord at any time to give notice in writing to Tenant of Landlord's election to cancel and terminate this Lease, and the giving of such notice in writing to Tenant of Landlord's election to cancel and terminate this Lease and the simultaneous payment by Landlord to Tenant of any credit balance in Tenant's favor that may at the time be owing to Tenant shall constitute a final and effective cancellation and termination of the Lease and the obligation hereunder on the part of either party to the other.

18. Surrender; Hold Over.

18.1. Termination. This Lease shall expire on the Termination Date without the necessity of any notice from Landlord. Tenant hereby waives notice to vacate or quit the Premises and the

Improvements on the Termination Date and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises and the Improvements from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises and the Improvements as aforesaid, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. For the period of twelve (12) months prior to the expiration of the Term, Landlord may show the Premises and all parts thereof to prospective tenants during normal business hours.

18.2. Surrender. Tenant shall deliver up and surrender to Landlord possession of the Premises and the Improvements (including title to the Improvements free and clear of all encumbrances) upon the Termination Date or upon the earlier termination of this Lease, broom clean and in good condition and repair, damage by insured casualty excepted. Tenant hereby waives any notice now or hereafter required by law with respect to vacating at the termination of any tenancy.

18.3. Hold Over. If Tenant shall remain in possession of the Premises after the expiration of the Term of this Lease, without the Lease being extended further pursuant to its terms, then Tenant shall, in addition to the remedies set forth in Section 17.1 and 17.2 above, be deemed a Tenant of the Premises from month to month at double the Rental due for the previous twelve months divided by twelve and subject to all of the terms and provisions hereof, except only as to the Term of this Lease.

19. Quiet Enjoyment. If Tenant pays the Rental and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall, at all times during the term of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as may otherwise be provided in this Lease.

20. Notices. All notices, demands and requests which may be or are required to be given hereunder shall be given in writing and shall be deemed to have been duly given as of the date of mailing if sent by postage prepaid, first class, United States registered or certified mail, return receipt requested, to each of the parties at the following places, or to such other places as either party hereto may for itself designate in writing from time to time for the purpose of receiving notices hereunder:

LANDLORD:

GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Stephen I. Burr, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

TENANT:

NEW BOSTON GARDEN CORPORATION
150 Causeway Street
Boston, MA 02114

With copy to:

Robert L. Caporale, Esq.
Eckert Seamans Cherin & Mellott
18th Floor
One International Place
Boston, MA 02110

21. Entire Agreement. This Lease constitutes and contains the entire and only agreement between the parties, and supersedes and cancels any and all pre-existing agreements and understandings between the parties, relating to the subject matter hereof. No representation, inducement, promise, condition or warranty not set forth herein has been made or relied upon by either party.

22. Limitation and Limited Liability of Landlord and Tenant.

22.1. Definition of Landlord. Notwithstanding the provisions hereof, the term "Landlord" as used in this Lease means only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of Landlord's interest to a party assuming Landlord's obligations hereunder Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder during the period it is the holder of Landlord's interest hereunder.

22.2. Landlord's Liability. Tenant acknowledges and agrees that Landlord's liability under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's other assets. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee of Landlord. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit Landlord's personal liability in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Tenant by law or under this Lease.

22.3. Tenant's Liability. Landlord acknowledges and agrees that Tenant's liability under this Lease shall be limited to its interest in this Lease and any judgments rendered against Tenant shall be satisfied solely out of the proceeds of sale of its interest in this Lease. No personal judgment shall lie against Tenant upon extinguishment of its rights in this Lease and any judgment so rendered shall not give rise to any right of execution or levy against Tenant's other assets. The provisions hereof shall inure to Tenant's successors and assigns including any leasehold mortgagee of Tenant. The foregoing provisions are not intended to relieve Tenant from the performance of any of Tenant's obligations under this Lease, but only to limit Tenant's personal liability in case of recovery of a judgment against Tenant; nor shall the foregoing be deemed to limit Landlord's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded to Landlord by law or under this Lease.

23. Force Majeure. Neither party hereto shall be liable to the other and shall not be in default under this Lease in any manner by reason of delay in performance of any covenant or condition in this Lease (other than the covenant to pay Rentals in a timely manner), if any such delay is caused by present or future governmental regulations, restrictions, strikes, lockouts, unusual unavailability of materials or labor, severe adverse weather conditions, or by any other reason or reasons, whether similar or not to the foregoing, which delays are beyond the reasonable control of the party causing such delay, provided that such party shall use its best efforts to overcome the same.

24. Governing Law. This Lease shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

25. Separability. If any term or provision of this Lease, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. Cumulative Remedies, Non-Waiver. The specified remedies to which Tenant or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which Tenant or Tenant may be lawfully entitled in case of any breach by Tenant or Tenant of any provision of this Lease. Failure of Tenant or Tenant to insist in any one or more cases upon the strict performance of any of the covenants of this Lease shall not be construed as a waiver or a relinquishment for the future of such covenant. A receipt by Tenant of one or more Rental payments with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Tenant. In addition to the other remedies provided in this Lease,

Tenant or Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease. Nothing in this Lease shall give either party the right to terminate this Lease except as otherwise specifically set forth in this Lease.

27. Amendments. Except as otherwise provided herein, this Lease may be amended, modified, renewed, extended, canceled or terminated only by a written instrument duly executed by both of the parties hereto.

28. Provisions Construed As Covenants. All the provisions of this Lease, insofar as they are applicable to either or both of the parties hereto, shall be taken and construed as the covenant or covenants of such party or parties respectively to do or perform the thing or act specified or not to do the act or thing prohibited.

29. Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, nevertheless, to the restrictions on assignment by Tenant as set forth in this Lease and other restrictions and reservations of this Lease.

30. Mechanics' Liens.

30.1. In General. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanics' or other lien shall at any time be filed against the Premises by reason of work, labor, service or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Tenant. If Tenant fails to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy, Tenant may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Tenant including reasonable attorneys' fees incurred by Tenant either defending against such lien or in procuring the discharge of such lien, together, with interest thereon at the Default Rate, shall be due and payable by Tenant to Tenant as Additional Rental.

30.2. Lien Waivers. Prior to the commencement of any construction, repair or restoration of the Premises or the Improvements pursuant to work which in the aggregate shall exceed a cost of \$50,000.00, Tenant shall obtain from the general contractor for such work a lien waiver in form acceptable to Tenant. Such lien waiver shall be duly filed in the county where the Premises are located.

31. Hazardous Substances. Tenant has not used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises any Hazardous Substance and has no actual knowledge that any Hazardous Substance has heretofore been used, stored, generated, emitted, discharged, released or disposed of, on, in or from the

Premises by parties other than Tenant. Tenant shall not cause, permit or allow any Hazardous Substance to be used, stored, generated, emitted, discharged, released or disposed of, on, in or from the Premises by Tenant, Tenant's agents, employees, contractors, invitees or any other person or entity, except in accordance with and as permitted by applicable Environmental Laws. Tenant shall comply with all Environmental Laws governing or relating to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances with respect to the use and occupancy of the Premises or the condition thereof. Without limitation of the foregoing, if Tenant causes, permits or allows the emission, discharge, release, threatened release or disposal of any Hazardous Substance from, on or in the Premises (hereinafter the "Contamination"), which Contamination is in violation of Environmental Laws, the Tenant shall promptly, at its sole cost and expense, take any and all actions necessary to remediate and/or remove the Contamination and to comply with the Environmental Laws.

Tenant shall defend, indemnify and hold Tenant harmless from and against all claims, damages, remedial or removal actions or obligations, fines, judgments, liens, penalties, costs, expenses, diminished property value, lost or diminished rental revenue, liabilities or losses of any kind asserted against, or suffered or incurred by, Tenant and/or Tenant resulting directly or indirectly from the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises, provided, however, that Tenant's indemnity hereunder shall extend only to the presence, generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances on, in or from the Premises occurring on or after the Commencement Date, which Hazardous Substances did not exist on, in or from the Premises prior to the Commencement Date. The provisions of the foregoing sentence shall survive the termination of this Lease.

As used herein, the term "Hazardous Substance" or "Hazardous Substances", shall mean any and all substances or materials which are defined as or listed as "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "hazardous air pollutants", "toxic pollutants", "pollutants", and/or "contaminants" as those terms are used, defined or listed under any Environmental Laws. As used herein the term "Hazardous Substance" shall also include any petroleum product, including gasoline, diesel fuel, motor oil and waste oil.

As used herein the term "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, rule, order, regulation, injunction, writ or decree now or hereafter existing which governs or otherwise relates to the generation, transportation, use, storage, emission, discharge, release, threatened release or disposal of Hazardous Substances, including, without limitation, the Resource, Conservation and Recovery Act, the Comprehensive Environmental Response

Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act.

32. Insurance.

32.1. Property Insurance. Tenant shall maintain an all-risk policy covering the Improvements against loss by fire, including extended coverage, and such other hazards as are typically insured from time to time by prudent owners of sports and entertainment complexes in the Eastern United States, in amounts at least equal to the full replacement value thereof (without offset for depreciation, but excluding the cost of excavation and foundations). Such policy of insurance shall name Landlord (and Landlord's leasehold mortgagees of which Tenant has received notice) as additional insured parties, as their respective interests may appear.

32.2. Liability Insurance. Landlord and Tenant shall each maintain a policy of comprehensive general liability insurance, insuring against claims for bodily injury or property damage incurring in or about the Premises, with a combined single limit per exposure for bodily injury and property damage, plus excess liability coverage, in such amounts as are typically carried from time to time by prudent owners of sports and entertainment complexes in the Eastern United States. Each such policy of insurance shall name the other party (and its mortgagees of which the insuring party has received notice) as additional insured parties.

32.3. Additional Insurance Provisions. Each policy of insurance carried by, Landlord or Tenant pursuant to Sections 33.1. or 33.2., above, shall provide for thirty (30) day advance written notice to other party and its mortgagees of which the insuring party has received notice of any proposed cancellation or material modification of the policy or any part thereof. Each party shall deliver to the other party a copy of each policy of insurance maintained by it pursuant to Section 33.1. or 33.2., above, at least twenty (20) days prior to the expiration of any such policy, a copy of a renewal policy.

32.4. Waiver of Subrogation. To the full extent of any available insurance coverage, neither Tenant nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liable for personal injury, or losses under workmen's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

33. Estoppel Certificate. At any time and from time to time, within ten (10) days after either party shall request the same, Tenant or Tenant will execute, acknowledge and deliver to the other and to such mortgagee or other party as may be designated, a certificate in acceptable form with respect to the matters required by such party and such other matters relating to this Lease or the status of performance

of obligations of the parties hereunder as may be reasonably requested. If a party fails to provide such certificate within ten (10) days after request therefor, such party shall be deemed to have approved the contents of any such certificate submitted and the requesting party is hereby authorized to so certify.

34. Memorandum of Lease; Transfer Taxes. The parties hereby agree that, upon the request of either party, each will execute, acknowledge and deliver a short form or memorandum of this Lease in recordable form. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by the Tenant whether in connection with recording or otherwise payable and arising under this Lease. In the event of termination of this Lease, within thirty (30) days after written request from Tenant, Tenant agrees to execute, acknowledge and deliver to Tenant an agreement removing such short form or memorandum of lease from record. If Tenant fails to execute such agreement within such thirty (30) day period or fails to notify Tenant within such thirty (30) day period of its reasons for refusing to execute such agreement, Tenant is hereby authorized to execute and record such agreement removing the short form or memorandum of lease from record. This provision shall survive any termination of this Lease.

35. Sale, Attornment. Upon any sale or other transfer by Tenant of its interest in the Premises, Tenant shall be relieved of any obligations under this Lease occurring thereafter and the transferee shall be substituted in place thereof. If any person shall succeed to all or part of Tenant's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, and if so requested or required by such successor in interest, Tenant shall attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

36. Article and Section and Paragraph Captions. The Article and Section and Paragraph captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

37. Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

38. No Joint Venture or Partnership. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

39. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective only upon execution and delivery thereof by both parties.

40. No Third Party Beneficiaries. Neither this Lease nor any article or section hereof creates or is intended to create any third party beneficiary rights in any person or entity.

41. Incorporation of Recitals. The recitals contained in this Lease are incorporated herein by this reference.

42. Arbitration. If, during the Term, there arises any matter or dispute between the parties under this Lease which the parties are unable to resolve to their mutual satisfaction and such unresolved matter or dispute continues for a period of thirty (30) days, then either party may submit such matter or dispute to arbitration according to the provisions of this Section 43.1; provided, however, if the parties agree thereto, such unresolved matter or dispute may be submitted to arbitration at any time without waiting for the passage of thirty (30) days. Within fifteen (15) days after giving of notice by one party to the other that it desires arbitration, two (2) arbitrators shall be chosen, one (1) by Tenant, and one (1) by Tenant, and within ten (10) days thereafter a third arbitrator shall be selected by the two (2) thus chosen. If either of the parties hereto fail to make such choice within the time herein provided then the party not in default in selecting an arbitrator, or either party, in the event that two (2) arbitrators so chosen shall have failed to select a third, may upon five (5) days' notice to the other party, request the American Arbitration Association, pursuant to the usual procedure of that organization in such cases, to choose an arbitrator or arbitrators to complete the panel of three (3) arbitrators. Should the American Arbitration Association fail or refuse to make such appointment, the same shall be made in accordance with the prevailing provisions of laws relating to arbitration of the Commonwealth of Massachusetts. The three (3) arbitrators, when duly appointed, shall investigate the facts, shall hold hearings and permit the parties to present evidence and arguments thereto, and shall render a decision by majority vote within thirty (30) days after the date upon which the last arbitrator is appointed, which decision shall be final and binding upon the parties hereto. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. If the arbitrators shall fail to render a decision within such thirty (30) day period, then either party shall have the right to institute such action or proceeding in such court as shall be appropriate in the circumstances. The arbitrators shall determine in what proportion the parties hereto shall bear the cost of such arbitration, except that each party shall pay the fees and expenses of the arbitrator appointed by or on behalf of it and one-half (1/2) of the fees and expenses of the third arbitrator, if any. In determining

any question, matter or dispute before them, the arbitrators shall apply the provisions of this Lease without varying therefrom in any respect.

WITNESS the due execution hereof.

Landlord:

ATTEST:

GARDEN CORPORATION

Secretary

By: _____
President

[Corporate Seal]

Tenant:

ATTEST:

NEW BOSTON GARDEN CORPORATION

By:

Secretary

By: _____
President

[Corporate Seal]

EXHIBIT A

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;

- SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;
- SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;
- NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.
- NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;
- NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;
- SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;
- NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;
- NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

- SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.
- SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;
- SOUTHEASTERLY by land now or formerly of General Service

Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and 99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet;
- NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;
- SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

- SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;
- SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;
- NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;
- NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

- SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100 (77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc.,

Consulting Engineers & Planners.

PARCEL C8

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;

SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,

NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners



THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

FINAL RECORD OF DECISION

EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

PROJECT NAME : New Boston Garden Development

PROJECT LOCATION : Boston

PROJECT NUMBER : 7700

PROJECT PROPOSER : New Boston Garden Corporation

DATE NOTIFIED BY DECISION : April 27, 1977

FINAL RECORD OF DECISION

Project Description

The New Boston Garden Development is a multi-phase development to be located on approximately 6.7 acres of land in Boston that includes the site of the existing Garden Station Facility. The development consists of the construction of a new multi-purpose sports and entertainment arena, a minimum seating capacity approximately 15,500; the demolition of the existing Garden Station; the construction of three commercial buildings to contain approximately 1,000,000 sq. ft. of office and retail space; the construction of a public parking garage and the construction of a 1.5 million sq. ft. of office and retail space.

The construction of the arena will be carried out by New Boston Garden Corporation, a subsidiary of the New Boston Garden Development Corporation. The development is being developed in two phases. The first phase, which includes the arena and the three commercial buildings, will be carried out by New Boston Garden Corporation. The second phase, which includes the parking garage, will be carried out by New Boston Garden Corporation. The development is being developed in two phases. The first phase, which includes the arena and the three commercial buildings, will be carried out by New Boston Garden Corporation. The second phase, which includes the parking garage, will be carried out by New Boston Garden Corporation.

Environmental Impact

The entire project is being developed in two phases. The first phase, which includes the arena and the three commercial buildings, will be carried out by New Boston Garden Corporation. The second phase, which includes the parking garage, will be carried out by New Boston Garden Corporation. The development is being developed in two phases. The first phase, which includes the arena and the three commercial buildings, will be carried out by New Boston Garden Corporation. The second phase, which includes the parking garage, will be carried out by New Boston Garden Corporation.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

MICHAEL S. DUKAKIS
GOVERNOR

JOHN DeVILLARS
SECRETARY

FINAL RECORD OF DECISION

PROJECT NAME : New Boston Garden Development
PROJECT LOCATION : Boston
EOEA NUMBER : 7701
PROJECT PROPONENT : New Boston Garden Corporation
DATE NOTICED IN MONITOR : April 27, 1989

Project Description

The New Boston Garden Development is a multi-phase development to be located on approximately 6.7 acres of land in Boston that includes the site of the existing Boston Garden/North Station facility. The development consists of: the construction of a new multi-purpose sports and entertainment arena with a maximum seating capacity approximately 19,500; the demolition of the existing Boston Garden; the construction of three commercial buildings providing approximately 2.3 million square feet of office and retail space; the construction of a public concourse; and the construction of a 1100-space underground parking garage.

The construction of the new arena will be carried out by New Boston Garden Corporation as a separate first phase of the development prior to the proposed commercial component of the development. The commercial component, which includes the commercial buildings, the public concourse, and the underground parking garage, will be carried out by a joint venture of New Boston Garden Corporation and a development partner which has not yet been selected and which is subject to review through the state environmental review process.

Categorical Inclusion

The entire project is categorically included for the preparation of an EIR pursuant to the following provisions of the MEPA regulations: 301 CMR 11.25 (8)--project using at least 100,000 gallons per day of water from a public water supply; (15)--non-residential project with gross interior floor space, excluding parking, of at least 500,000 square feet; (16) building with total height of at least 300 feet; (17)--project involving

agency transfer of land in conjunction with commercial development and having total cost of at least \$50 million; and (19)--project providing at least 1000 new parking spaces or generating at least 3000 new vehicle trips per day.

Jurisdiction

A number of state permits are or may be necessary for the development, including sewer connection permit(s) from the DEP, a Chapter 91 license from the DEP for a storm drain, a discharge permit from the DEP for construction dewatering approval from the DEP for fossil fuel utilization equipment, consent by the EOTC to issuance of building permits for construction on former railroad rights-of-way or land appurtenant thereto, an access permit from the MDPW, and a sewage discharge permit from the MWRA. In addition, the development involves the conveyance of interests in land by the MDPW and the MBTA.

Waiver Request

The proponent has submitted a Draft Environmental Impact Report (EIR) covering the entire New Boston Garden Development, including the new arena (Phase 1). The proponent has requested a Phase 1 waiver to allow it to proceed with the new arena and to allow state agencies to take action with respect to the new arena prior to further environmental review under MEPA. The waiver request is based on the proponent's conclusion that the new arena constitutes a replacement for the existing Boston Garden and that the incremental environmental impacts of the new arena are negligible. In addition, the proponent has committed to a program of mitigation measures to be implemented in connection with the new arena. This waiver request was discussed at a consultation session held at the MEPA Unit on October 18, 1990 and has been kept open for public review and comment.

Criteria for Waiver

The MEPA Regulations (301 CMR 11.18) provide that a waiver may be granted when strict compliance with the regulations will lead to undue hardship and would not serve to minimize or avoid damage to the environment. When a proponent requests a waiver, it must be shown that one or more of the following is applicable: the impacts of the project are insignificant; aspects of the project which cause it to be categorically included are not within the subject matter jurisdiction of MEPA; ample and unconstrained infrastructure exists to support the project; and the terms agreed to as a condition of the waiver will bring about

benefits in excess of those that could be achieved in the absence of a waiver.

Further, when a proponent seeks to proceed with Phase I of a project pending the preparation of an Environmental Impact Report, Phase I must be severable and must not require the implementation of future phases or restrict the ways in which impacts of future phases may be mitigated and the impacts of Phase I, taken alone, must be insignificant.

Findings

After consideration of the Waiver Request, the Draft EIR for the New Boston Garden Development, the comments submitted on the Waiver Request, and the discussions at the October 18, 1990 consultation session, I find that:

1. The Draft EIR submitted by the proponent is responsive to the comprehensive scope issued by the MEPA Unit and the BRA.
2. The Draft EIR supports the proponent's conclusion that the new arena constitutes a replacement for the existing Boston Garden and that the incremental environmental impacts of the new arena will be insignificant. In particular, the Draft EIR demonstrates that the transportation (trip generation, transit usage, parking, and pedestrian flows), air quality, sewage, and water quality impacts of the new arena will be insignificant when compared with the existing Garden.
3. The new arena is a separate phase of the New Boston Garden Development and does not require implementation of the rest of the development. The new arena will not restrict ways in which impacts of the commercial component of the development can be reviewed and mitigated through the environmental review process..
4. Ample and unconstrained infrastructure, including water, sewage, and transportation systems, exists to serve the new arena.
5. The proponent has committed to substantial mitigation measures to be implemented in connection with the new arena. The proponent has committed to a

program of transportation mitigation measures addressing travel demand management, public transportation, access and circulation design, loading, pedestrian improvements, roadway and traffic control improvements, construction traffic management, and monitoring the effectiveness of transportation mitigation efforts. In addition, the proponent plans to construct a separate storm drain equipped with an oil/water separator that will significantly reduce the contribution of the site and adjacent land to combined sewers, provide storm drainage service for state agency land without the expenditure of public monies, reduce the potential for combined sewer overflows, increase the capacity of the combined sewers, and improve the quality of the storm water discharged. Denial of the waiver would thus not serve to minimize or avoid damage to the environment, and allowing the new arena to proceed at this time will result in environmental benefits.

6. The new arena will itself be subject to further review by the BRA and by the state permitting agencies. Thus, there will be an opportunity for the development of additional mitigation commitments relating to the new arena through such mechanisms as the Transportation Access Plan Agreement, the Construction Management Plan, and other BRA requirements under Article 31.

7. The proponent has committed to submission of a Final EIR addressing the impacts of the entire New Boston Garden Development, including the new arena, in accordance with the certificate on the Draft EIR to be issued by EOEa. State agency actions in connection with the development which are unrelated to the new arena will not occur until after completion of the MEPA review process, and thus, there will be MEPA compliance with respect to the commercial component of the development. In addition, the development will be subject to extensive review by the BRA and by the state permitting agencies.

8. Construction of the new arena by late summer 1993 is critical to the North Station Green Line project and the Central Artery project, and this schedule could not be met in the absence of the requested waiver. If the new arena construction and subsequent demolition of the existing Boston Garden do not occur in accordance with

this schedule, the MBTA's Green Line project could be delayed and would require substantial additional public monies for underpinning the existing Boston Garden to permit construction of the underground transit link between Causeway Street and the MBTA's underground garage. In addition, the building at 150 Causeway Street, which is necessary to serve the existing Boston Garden, is to be demolished for the Central Artery project, and such demolition would have to be delayed, or alternative facilities would have to be provided, if the new arena construction does not proceed in accordance with the schedule referred to above. Thus, denial of the waiver would result in hardship and would interfere with achievement of beneficial public projects. Furthermore, the project proponent has indicated its willingness to make every effort to modify the foundation for the area such that modifications to the proposed Central Artery crossing are not precluded by the arena construction, if this becomes necessary.

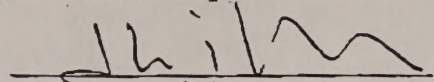
Based on these findings, it is my judgment that the waiver request has merit, meets the tests established in 301 CMR 11.18, and will serve to advance the interests of the Massachusetts Environmental Policy Act. However, the design of the project is integrally linked to the layout of the Central Artery/Third Harbor Tunnel roadway. On January 2, 1991, I approved as adequate the FSEIR for the CA/THT. Federal review pursuant to NEPA has not been completed. The current design of the Boston Garden project is compatible with the DPW's preferred alternative for that roadway, but inconsistent with alternative crossing designs that were studied. Given the relationship between these two projects, this waiver shall not be effective until the Federal Highway Authority has issued a Final Record of Decision on the CA/THT.

However, the New Boston Garden Corporation should continue to work closely with the DPW as they continue to seek improvements in the crossing portion of the Central Artery project, both in their efforts to improve Scheme 2 and in their consideration of other options. Should the crossing design change in ways that are inconsistent with the design of the New Boston Garden, a Notice of Project Change for the Garden is required.

Therefore, I am granting the waiver for the New Boston Garden Development, subject to the proponent's commitments to

implement mitigation measures in connection with the new arena and to complete the Final EIR for the New Boston Garden Development and subject to the other conditions outlined above. To restate, this waiver will take effect upon the FHWA's issuance of a Final Record of Decision on the Central Artery.

1/3/91
Date


John P. DeVillars, Secretary

JPD/RF/bk

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
THE NEW BOSTON GARDEN

This Development Impact Project Agreement (hereinafter referred to as the "Agreement") is made this _____ day of _____, 1992 between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing under Chapter 121B of the Massachusetts General Laws, as amended (hereinafter referred to as the "BRA") and the NEW BOSTON GARDEN CORPORATION, a Delaware corporation with a business address of 150 Causeway Street, Boston, Massachusetts 02114 and its successors, assigns and legal representatives (hereinafter referred to as the "Applicant"); the BRA and the Applicant, collectively, shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Applicant proposes to construct a new building as more fully set forth in the DIP Plan (as hereinafter defined) containing an arena component and a transportation component and shown on a plan entitled "Proposed New Boston Garden Arena Building, dated September 19, 1992", prepared by Vanasse Hangen Brustlin, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein (hereinafter referred to as the "Project"); and

WHEREAS, the Project Site consists of the land and air rights interest therein, together with all the improvements thereon, as more particularly described in Exhibit B attached hereto and incorporated herein (hereinafter referred to as the "Project Site"); and

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code (hereinafter referred to as the "Code") and Section 26B-2(1) of Article 26B of the Code; and

WHEREAS, the Neighborhood Housing Trust (hereinafter referred to as the "Neighborhood Housing Trust") referred to in Article 26A of the Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to the Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (hereinafter referred to as the "Neighborhood Jobs Trust") referred to in Article 26B of the Code has been created under the authority of Chapter 371 of the Acts of 1987 and the laws of the Commonwealth of Massachusetts and administered pursuant to a Declaration of Trust dated November 19, 1985 and pursuant to the Ordinance

Establishing The Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987; and

WHEREAS, on October 22, 1992 the BRA approved a 121A Application for the Project, as set forth in a certain Report and Decision (hereinafter referred to as the "121A Application" and "Report and Decision", respectively), the Applicant of which is Garden Corporation, a Massachusetts corporation (hereinafter referred to as "GC"); and

WHEREAS, in accordance with the 121A Application and the Report and Decision, the BRA approved deviations from the Code in connection with (1) the payment schedules of the Development Impact Project Contribution as such term is defined in Section 26A-2(3) of Article 26A of the Code (hereinafter referred to as the "Housing Linkage Payment") and the Jobs Contribution Grant as such term is defined in Section 26B-2(3) of Article 26B of the Code (hereinafter referred to as the "Jobs Payment") and (2) the calculation of the gross square footage of the Project for purposes of Articles 26, 26A and 26B of the Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The Parties hereby acknowledge that the Applicant submitted to the BRA a Development Impact Project Plan (hereinafter referred to as the "Plan") attached hereto as Exhibit C and hereby incorporated by reference, as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Code and after a public hearing held on October 22, 1992, notice of which was published in the Boston Herald on October 12, 1992, the BRA approved the Plan on October 22, 1992. The Applicant will cause the Project Site to be developed in accordance with the Plan.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall to the full extent required by law be responsible, in accordance with the Code, as modified by the 121A Application and the Report and Decision, and the terms of this Agreement, for a Housing Linkage Payment in the amount as calculated and set forth in Section 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (hereinafter referred to as the "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (hereinafter referred to as the "Housing Payment Option").

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the BRA on or before the Payment Date, as defined in Section 2.6 of this Agreement and as further defined in the Housing Creation Regulations (hereinafter referred to as the "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Contribution set forth in Section 26A-2(3)(a) of Article 26A of the Code. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant pledges compliance with said regulations. The proposal shall be subject to the approval by the BRA only after public notice and hearing.

2.3 Housing Payment Option. In accordance with the Code, as modified by the 121A Application and the Report and Decision, the Applicant hereby elects to the full extent required by law to pay the Housing Linkage Payment in thirty (30) annual installments totalling Two Million Eighty-Three Thousand Three Hundred Fifty and 00/100 Dollars (\$2,083,350.00). The Applicant shall pay the first installment in the amount of Forty-One Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$41,667.00) on the Payment Date as defined in Section 2.6 of this Agreement. The Applicant shall pay an amount equivalent to the first installment (\$41,667.00) on the first through ninth anniversaries of the Payment Date.

Commencing on the tenth anniversary of the Payment Date and on

each anniversary of the Payment Date thereafter, through and including the 29th anniversary of the Payment Date, the Applicant shall pay Eighty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$83,334.00) on each such anniversary date.

Said payments shall be paid to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, MA 02201, as managing trustee of the Neighborhood Housing Trust (hereinafter referred to as the "Managing Trustee"). In the event that any Housing Linkage Payment installment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon calculated at the rate of 1.5% per month on the then outstanding amount due, commencing on the applicable date when payment should have been received by the Managing Trustee and ending on the date when the Managing Trustee receives payment.

2.4 Calculation of Linkage Payment. The Parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Code (hereinafter referred to as "Table D Uses"), including but not limited to retail, business and service uses. In accordance with the deviations approved in the 121A Application and the Report and Decision, the gross square footage of the Project for purposes of Articles 26 and 26A of the Code is 516,666.7 square feet. The total amount of the Housing Linkage Payment, calculated at the rate of \$5.00 for each square foot of gross floor area in excess of one hundred thousand

(100,000) square feet and to be paid in accordance with Section 2.3 of this Agreement is Two Million Eighty-Three Thousand Three Hundred Fifty and 00/100 Dollars (\$2,083,350.00).

2.5 Recalculation. The BRA hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Housing Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Code and otherwise, or other changes in the Code, after the date hereof, shall not in any way affect the Housing Linkage Payment determined in accordance with Section 2.4 of this Agreement.

2.6 Payment Date. The Payment Date shall be the date of the granting of the first building permit that allows for substantial construction. For purposes of this Section, demolition and surface site work shall not be considered substantial construction but the commencement of excavation, foundation, and other work shall constitute substantial construction.

2.7 Notice of Linkage Payment. Upon execution of this Agreement, the BRA will notify the Managing Trustee of such execution.

In order to ensure prompt receipt of the Housing Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter referred to as "ISD") will not issue a building permit for the Project until satisfactory

evidence of the receipt of the initial Housing Linkage Payment installment has been presented. Upon receipt of the initial Housing Linkage Payment installment in accordance with Section 2.3 of this Agreement, the Managing Trustee shall (a) acknowledge receipt thereof, (b) issue to the Applicant a certification of such payment and (c) notify ISD of such payment.

2.8 Project Address. In order to assist the Managing Trustee in coordinating collection efforts with ISD, the Applicant shall submit to the BRA and the Neighborhood Housing Trust the Project address as listed on the building permit application and the building application numbers.

(a) Project address as listed on the building permit application is:

(b) Building application number(s) is (are):

2.9 Non-Accrual of Linkage Payment. If a building permit is not granted for the Project, or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction (the commencement of excavation, foundation, and other subsurface work shall constitute substantial construction) or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the

Housing Linkage Payment with respect to portions of the Project not constructed. Any portion of the Housing Linkage Payment previously paid by the Applicant in connection with the portion of the Project not constructed shall be credited against future Housing Linkage Payments. For purposes of calculating that portion of the Project not constructed, the square footage of the portion of the Project not constructed shall be an amount equal to 516,666.7 less sixty-eight percent (68%) of the actual gross square footage of the Project as modified. If the Applicant shall so abandon all or any portion of the Project after a building permit is obtained, the Applicant shall file with the BRA and the Neighborhood Housing Trust an affidavit stating that the Project or such portion of the Project is so abandoned. As used herein, the term "Construction Commencement Date" means the date on which any substantial construction commences, including without limitation, excavation, foundation, and other subsurface work, but substantial construction shall not include the demolition of any structures or portions thereof now existing on the Project Site or the conduct of borings, soil investigations, surface site work or similar activities, whether or not the same require the issuance of a partial building permit.

2.10 Credit Towards Housing Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes of substantially the same as the purposes recited in Section 26A-1

of Article 26A of the Code, amounts payable hereunder by the Applicant shall be credited dollar for dollar against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall be reduced by an amount equal to such tax or excise.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall to the full extent required by law be responsible, in accordance with the Code, as modified by the 121A Application and the Report and Decision, and the terms of this Agreement, for a Jobs Payment to be paid in thirty (30) annual installments totalling Four Hundred Sixteen Thousand Six Hundred Fifty and 00/100 Dollars (\$416,650.00). The Applicant shall pay the first installment in the amount of Eight Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$8,333.00) on the Payment Date as defined in Section 2.6 of this Agreement. The Applicant shall pay an amount equivalent to the first installment (\$8,333.00) on the first through ninth anniversaries of the Payment Date. Commencing on the tenth anniversary of the Payment Date and on each anniversary of the Payment Date thereafter, through and including the 29th anniversary of the Payment Date, the Applicant shall pay Sixteen Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$16,666.00) on each such anniversary date.

The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts, as custodian for the Neighborhood Jobs Trust (hereinafter referred to as the "Collector-Treasurer").

The BRA hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make the Jobs Payment.

The Parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Code (hereinafter referred to as "Table E Uses"), including without limitation retail, business and service uses. In accordance with the deviations approved in the 121A Application, the gross square footage of the Project for purposes of Articles 26 and 26B of the Code is 516,666.7 square feet. The total amount of the Jobs Payment, calculated at the rate of \$1.00 for each square foot of gross floor area in excess of one hundred thousand (100,000) square feet and to be paid in accordance with this Section 3.1 is Four Hundred Sixteen Thousand Six Hundred Fifty and 00/100 Dollars (\$416,650.00).

3.2 Recalculation. The BRA hereby agrees that any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Code and otherwise, or other changes in the Code, after

the date hereof, shall not in any way affect the Jobs Payment determined in accordance with Section 3.1 of this Agreement.

3.3 Non-Accrual of Jobs Payment. If a building permit is not granted for the Project, or any part thereof, or if construction of the Project, or any part thereof, is abandoned after a building permit is obtained and prior to the commencement of substantial construction, as defined in Section 2.6 of this Agreement, or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Payment with respect to those portions of the Project not constructed. For purposes of calculating that portion of the Project not constructed, the square footage of the portion of the Project not constructed shall be an amount equal to 516,666.7 less sixty-eight (68%) of the actual gross square footage of the Project as modified. Any portion of the Jobs Payment previously paid by the Applicant in connection with the portion of the Project not constructed shall be credited against future Jobs Payments.

3.4 Credit Towards Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Code, amounts payable hereunder by Applicant shall be credited dollar for dollar against such excise or tax, provided,

however, that if such crediting shall not be legally permissible to satisfy payment of such excise or tax, the obligations of the Applicant hereunder shall be reduced by an amount equal to such tax or excise.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Boston Residents Construction Employment Plan, a copy of which is attached hereto as Exhibit D, satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985. The Applicant has executed the Boston Residents Construction Employment Plan, which sets forth in detail the Applicant's plans to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a craft-by-craft basis, meet the following Boston Residents Construction Employment Standards: (1) at least fifty percent (50%) of the total employee worker hours in each trade shall be by bona fide Boston residents; (2) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (3) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. Said plan includes provisions for monitoring, compliance and sanctions.

4.2 Worker Hours Defined. For purposes of this Article, worker hours shall include on-the-job training and apprenticeship positions.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN

5.1 The Applicant shall execute a Memorandum of Understanding (Exhibit E) and a First Source Agreement (Exhibit F) in connection with the Project. The Memorandum of Understanding shall set forth an Employment Opportunity Plan which represents the Applicant's good faith effort to ensure that fifty percent (50%) of certain employment opportunities created by the Project will be made available to Boston Residents. The First Source Agreement with the Mayor's Office of Jobs and Community Services requires the Applicant to use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort to fill entry - level positions within the Project.

ARTICLE 6. LIABILITY

6.1 Scope of Applicant's Liability. Provided that the Applicant provides notice in accordance with Section 7.5 hereof, the BRA agrees to look solely to the interests of the Applicant or its successors or assigns from time to time in the Project that is subject to this Agreement, as more fully described in the Development Impact Project Plan for this Project, whether owned by the Applicant or its successors or assigns (including, without limitation, mortgagees), as the case may be, for any claim

against the Applicant or its successors or assigns (including, without limitation, mortgagees), arising under this Agreement in connection with such Project and the Project Site.

6.2 Personal Liability. Subject to the provisions contained in Section 7.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors or assigns (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in such Project.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Amendments; Law to be Applied. If the Parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the Parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the Parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the Parties, their successors, assigns, and legal representatives, including without limitation, any successor owner or owners of the improvements, the Neighborhood Housing Trust and the Neighborhood Jobs Trust, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B of the Code, or court decision

having the effect of an amendment or repeal of Article 26A or Article 26B of the Code.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Code, unless otherwise provided.

7.3 Knowledge of Laws. The Applicant shall use best efforts to keep itself fully informed of all votes of the BRA, City of Boston ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. The Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the BRA, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws, knowingly caused by any act or omission of the Applicant, its agents or employees.

7.4 Notice. All notices under this Agreement must be in writing and must be hand-delivered, delivered by recognized overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the Parties at the following addresses or such other address as each may have specified to the other by such a notice:

If to the BRA: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Director

with a copy to: Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201
Attention: Chief General Counsel

If to the Applicant: New Boston Garden Corporation
150 Causeway Street
Boston, MA 02114
Attention: Walter C. Upton, Project
Director

with a copy to: Eckert Seamans Cherin & Mellott
One International Place / 18th Floor
Boston, MA 02110
Attention: Stephen I. Burr, Esq.

7.5 Notice of Agreement Upon Sale or Assignment. Prior to the sale or assignment of its interest in the Project, the Applicant shall comply with the following conditions: (a) the Applicant shall not be in default of the terms and conditions of this Agreement imposed upon the Applicant to such date; (b) the successor or assignee shall expressly assume and agree to perform and comply with all the covenants and provisions of this Agreement on the part of the Applicant; and (c) there shall be promptly delivered to the BRA the original or a duplicate original of the instrument or instruments containing such assignment to and assumption by the successor or assignee. Failure of the Applicant to give such notice prior to the sale or assignment of its interest in the Project shall render ineffective the provisions contained in Article 6 hereof. Any holder of a mortgage on the Project shall expressly assume and

agree to perform any obligations of the Applicant hereunder upon acquisition hereunder or acquisition of title to the Project by foreclosure or deed in lieu of foreclosure.

7.6 Certification of Compliance. The BRA hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer of the City of Boston, upon satisfaction by the Applicant of its Housing Linkage Payment and Jobs Payment obligations, within ten (10) business days after a request by the Applicant, a certification, in recordable form, that said Housing Linkage Payment or Jobs Payment, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Housing Linkage Payment or Jobs Payment.

7.7 Satisfaction of Development Impact Project Requirements. The BRA hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Code insofar as satisfaction of the requirements of those Sections are a pre-condition to the granting, allowing, or adopting of a variance, conditional use permit, exception, deviation or zoning map or text amendment with respect to the Applicant's development of the Project Site.

7.8 Satisfaction of the Boston Residents Jobs Policy. The BRA hereby acknowledges that, by executing this Agreement, the Boston Residents Construction Employment Plan attached hereto as

Exhibit D satisfies the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985.

7.9 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.10 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the BRA.

7.11 Assignment of Housing Linkage Payment and/or Jobs Payment. The Applicant and the BRA acknowledge and agree that the Neighborhood Housing Trust, the Neighborhood Jobs Trust and/or the BRA may, at any time while any obligations of the Applicant under Article 26A and Article 26B of the Code remain outstanding, and subject only to the final two sentences of this Section 7.11, assign and convey all of its right, title and interest in and to any of the then remaining annual installments of the Housing Linkage Payment and/or the Jobs Payment payable by the Applicant in accordance with applicable law. In the event that the Neighborhood Housing Trust, the Neighborhood Jobs Trust, and/or the BRA so assigns and conveys all of its right, title and

interest in and to any of the remaining annual installments of the Housing Linkage Payment and/or the Jobs Payment, as the case may be, the parties hereto agree to execute any documents reasonably required by the assignee to evidence such assignment, and thereafter the Applicant shall pay the assigned annual installments of the Housing Linkage Payment and/or the Jobs Payment, as the case may be, to the assignee. The Neighborhood Housing Trust, the Neighborhood Jobs Trust and the BRA shall deliver to the Applicant a statement, in recordable form, acknowledging that upon payment of all the assigned annual installments of the Housing Linkage Payment and/or the Jobs Payment, as the case may be, to such assignee, the Applicant shall have satisfied its obligations under Article 26A and/or Article 26B of the Code to make the Housing Linkage Payment and/or the Job Payment, as the case may be, and shall have no further obligation to the Neighborhood Housing Trust, the Neighborhood Jobs Trust or the BRA, as the case may be, (or, if less than all of the then remaining annual installments shall have been so assigned, setting forth the total amount of the Applicant's obligations to make the Housing Linkage Payment and/or the Jobs Payment, as the case may be, that will remain outstanding after such payments shall have been made to the assignee). The Neighborhood Housing Trust, the Neighborhood Jobs Trust and the BRA shall deliver such statement to the Applicant with the notice of any assignment hereunder.

7.12 Severability. Each and every covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

7.13 Future Development. The Housing Linkage Payment and the Jobs Payment set forth in this Agreement derive from the development of the Project only, and any future development of any portions of the Project Site other than the Project as defined in this Agreement shall be subject to the laws applicable to such payments at such future time.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Paul L. Barrett, Director

NEW BOSTON GARDEN CORPORATION

By: _____

EXHIBIT G

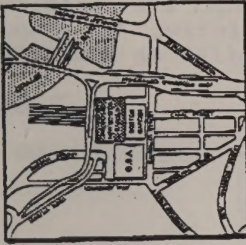
DRAFT DIP AGREEMENT



EXHIBIT A

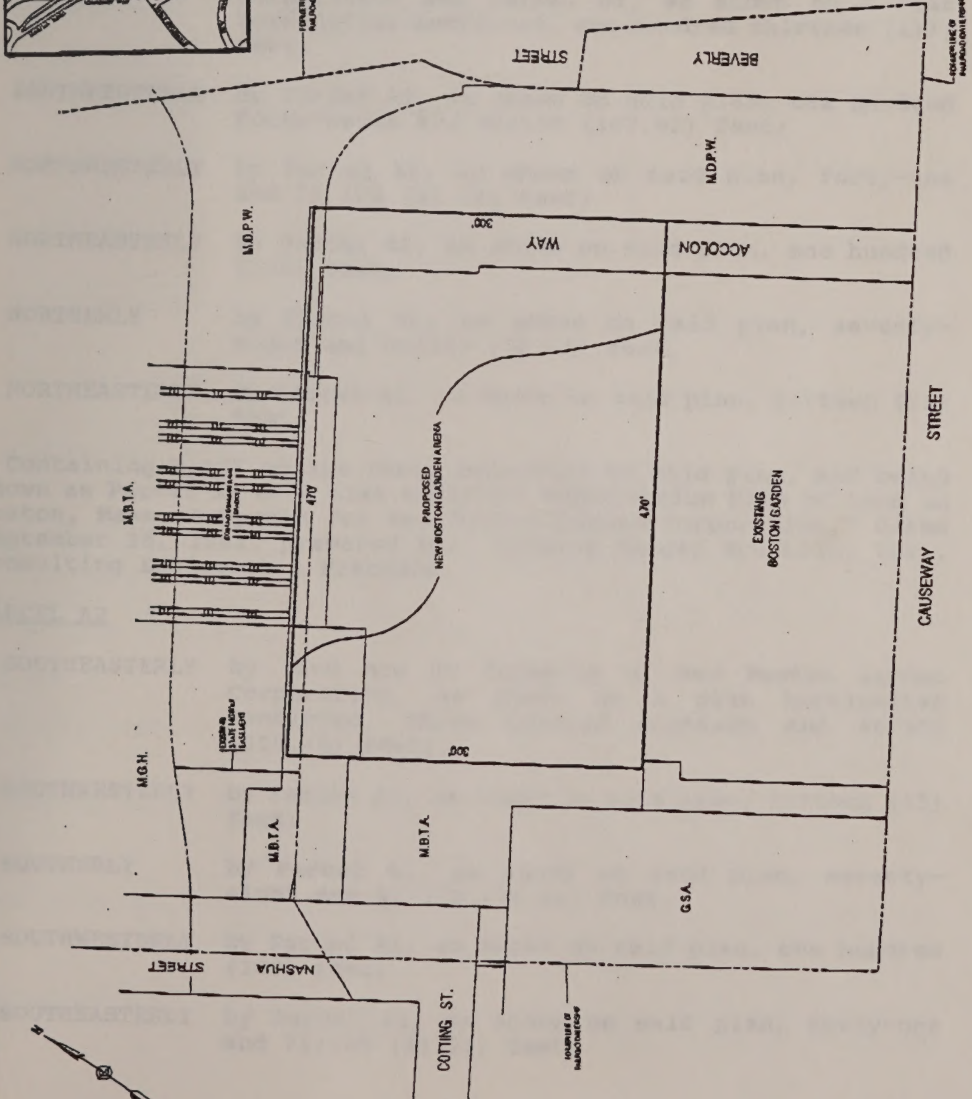
VHB

Vermont Highway Builders, Inc.
 100 North Main Street
 Montpelier, VT 05602
 Tel: (802) 244-1111
 Fax: (802) 244-1112



LOCUS MAP
 SCALE: 1 inch = 1 mile

BOUNDARY OF
 THE LOCAL PARISH



NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY	10/1/87	J. H. HART	
2	REVISED	10/1/87	J. H. HART	
3	REVISED	10/1/87	J. H. HART	
4	REVISED	10/1/87	J. H. HART	
5	REVISED	10/1/87	J. H. HART	
6	REVISED	10/1/87	J. H. HART	
7	REVISED	10/1/87	J. H. HART	
8	REVISED	10/1/87	J. H. HART	
9	REVISED	10/1/87	J. H. HART	
10	REVISED	10/1/87	J. H. HART	

THE NEW BOSTON
 GARDEN

BOSTON,
 MASSACHUSETTS

DEVELOPMENT IMPACT
 PROJECT AGREEMENT

PROPOSED NEW
 BOSTON GARDEN
 ARENA BUILDING



EXHIBIT B

Fourteen (14) certain lots, parcels or air rights with the buildings and improvements thereon, situated in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, bounded and described as follows:

PARCEL A1

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation and Parcel D1, as shown on a Plan hereinafter mentioned, one hundred thirteen (113) feet;
- SOUTHWESTERLY by Parcel A3, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet;
- NORTHWESTERLY by Parcel A2, as shown on said plan, forty-one and 71/100 (41.71) feet;
- NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred (100) feet;
- NORTHERLY by Parcel A2, as shown on said plan, seventy-eight and 01/100 (78.01) feet,
- NORTHEASTERLY by Parcel A2, as shown on said plan, fifteen (15) feet.

Containing 8,437 square feet, according to said plan, and being shown as Parcel A1 on a plan entitled "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A2

- SOUTHEASTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, three hundred eighteen and 46/100 (318.46) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, fifteen (15) feet;
- SOUTHERLY by Parcel A1, as shown on said plan, seventy-eight and 01/100 (78.01) feet;
- SOUTHWESTERLY by Parcel A1, as shown on said plan, one hundred (100) feet;
- SOUTHEASTERLY by Parcel A1, as shown on said plan, forty-one and 71/100 (41.71) feet;

SOUTHWESTERLY by Parcel A4, as shown on said plan, one hundred three and 75/100 (103.75) feet;

NORTHWESTERLY by Parcel C4, as shown on said plan, six and 95/100 (6.95) feet,.

NORTHEASTERLY by Parcel C4, as shown on said plan, ten (10) feet;

NORTHWESTERLY by Parcel C4 and Parcel C6, as shown on said plan, one hundred two and 89/100 (102.89) feet;

SOUTHWESTERLY by Parcel C6, as shown on said plan, thirty-four (34) feet;

NORTHWESTERLY by Parcel C8, as shown on said plan, two hundred fourteen and 67/100 (214.67) feet;

SOUTHWESTERLY by Parcel C8, as shown on said plan, eighteen and 61/100 (18.61) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, ninety-four and 13/100 (94.13) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, six (6) feet;

NORTHEASTERLY by Parcel B2, as shown on said plan, one hundred fifty-eight and 80/100 (158.80) feet.

Containing 107,536 square feet, according to said plan, and being shown as Parcel A2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A3

SOUTHEASTERLY by Parcel D1, as shown on a plan hereinafter mentioned, twenty-nine and 21/100 (29.21) feet.

SOUTHWESTERLY by land now or formerly of General Service Administration, as shown on said plan, one hundred nine and 95/100 (109 95) feet;

SOUTHEASTERLY by land now or formerly of General Service Administration, as shown on said plan, eighty-eight and 49/100 (88.49) feet;

SOUTHWESTERLY by land now or formerly of the MBTA and by Parcel C1, as shown on said plan, thirty-seven and

99/100 (37.99) feet;

NORTHWESTERLY by Parcel A4, as shown on said plan, one hundred eighteen and 25/100 (118.25) feet;

NORTHEASTERLY by Parcel A1, as shown on said plan, one hundred forty-seven and 92/100 (147.92) feet.

Containing 7,725 square feet, according to said plan, and being shown as Parcel A3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, prepared by: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL A4

SOUTHEASTERLY by Parcel A3, as shown on a plan hereinafter mentioned, one hundred eighteen and 25/100 (118.25) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, one hundred three and 79/100 (103.79) feet;

NORTHWESTERLY by Parcel C2, as shown on said plan, one hundred eighteen and 60/100 (118.60) feet;

NORTHEASTERLY by Parcel A2, as shown on said plan, one hundred three and 75/100 (103.75) feet.

Containing 12,289 square feet, according to said plan, and being shown as Parcel A4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B1

SOUTHEASTERLY by Causeway Street, forty-five and 87/100 (45.87) feet;

SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation, as shown on a plan hereinafter mentioned, two hundred one and 55/100 (201.55) feet;

NORTHWESTERLY by Parcel B2, as shown on said plan, forty-six and 53/100 (46.53) feet;

NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, two hundred one and 46/100 (201.46) feet.

Containing 9,310 square feet, according to said plan, and being shown as Parcel B1 on a plan entitled, "Subdivision Plan of Land in

Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL B2

- SOUTHEASTERLY by Parcel B1, as shown on a plan hereinafter mentioned, forty-six and 53/100 (46.53) feet;
- SOUTHWESTERLY by land now or formerly of New Boston Garden Corporation and by Parcel A2, as shown on said plan, one hundred sixty-three and 20/100 (163.20) feet;
- SOUTHEASTERLY by Parcel A2, as shown on said plan, six (6) feet;
- SOUTHWESTERLY by Parcel A2, as shown on said plan, one hundred thirty-five and 07/100 (135.07) feet;
- SOUTHEASTERLY by Parcel A2, as shown on said plan, ninety-four and 13/100 (94.13) feet;
- SOUTHWESTERLY by Parcel C8, as shown on said plan, five (5) feet;
- NORTHWESTERLY by Parcel C8, as shown on said plan, four and 18/100 (4.18) feet;
- SOUTHWESTERLY by Parcel C8, as shown on said plan, six and 44/100 (6.44) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Department of Public Works, as shown on said plan, one hundred forty-three and 49/100 (143.49) feet;
- NORTHEASTERLY by land now or formerly of the Massachusetts Department of Public works, as shown on said plan, three hundred nine and 50/100 (309.50) feet.

Containing 16,484 square feet, according to said plan, and being shown as Parcel B2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C1

- SOUTHWESTERLY by Nashua Street, one hundred seventy-two and 78/100 (172.78) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay

Transportation Authority, fifty (50) feet;

NORTHEASTERLY by Parcel C3, Parcel C2, Parcel A4 and Parcel A3, as shown on said plan, one hundred seventy-three and 07/100 (173.07) feet;

SOUTHEASTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, fifty (50) feet.

Containing 8,637 square feet, according to said plan, and being shown as parcel C1 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C2

SOUTHEASTERLY by Parcel A4, as shown on a plan hereinafter mentioned, one hundred eighteen and 60/100 (118.60) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, forty-four and 11/100 (44.11) feet;

NORTHWESTERLY by Parcel C3, as shown on said plan, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

NORTHEASTERLY by Parcel C4, as shown on said plan, forty and 24/100 (40.24) feet.

Containing 4,833 square feet, according to said plan, and being shown as Parcel C2 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C3

SOUTHEASTERLY by Parcel C2, as shown on said plan hereinafter mentioned, along two (2) courses totalling one hundred eighteen and 98/100 (118.98) feet;

SOUTHWESTERLY by Parcel C1, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority and by land now or formerly of the Massachusetts General Hospital, as shown on said plan, one hundred eighteen and 78/100 (118.78) feet;

NORTHEASTERLY by Parcel C5, as shown on said plan, fifteen (15) feet.

Containing 1,726 square feet, according to said plan, and being shown as Parcel C3 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C4

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, seventy and 89/100 (70.89) feet;

SOUTHWESTERLY by Parcel A2, as shown on said plan, ten (10) feet;

SOUTHEASTERLY by Parcel A2, as shown on said plan, six and 95/100 (6.95) feet;

SOUTHWESTERLY by Parcel C2, as shown on said plan, forty and 24/100 (40.24) feet;

NORTHWESTERLY by Parcel C5, as shown on said plan, seventy-seven and 70/100 (77.70) feet;

NORTHEASTERLY by Parcel C6, as shown on said plan, fifty and 20/100 (50.20) feet.

Containing 3,836 square feet, according to said plan, and being shown as Parcel C4 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C5

SOUTHEASTERLY by Parcel C4, as shown on a plan hereinafter mentioned, seventy-seven and 70/100 (77.70) feet;

SOUTHWESTERLY by Parcel C3, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, seventy-seven and 64/100

(77.64) feet;

NORTHEASTERLY by Parcel C7, as shown on said plan, fifteen (15) feet.

Containing 1,165 square feet, according to said plan, and being shown as Parcel C5 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C6

SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C4, as shown on said plan, fifty and 20/100 (50.20) feet;

NORTHWESTERLY by Parcel C7, as shown on said plan, thirty two (32) feet;

NORTHEASTERLY by Parcel C8 and Parcel A2, as shown on said plan, fifty and 18/100 (50.18) feet.

Containing 1,908 square feet, according to said plan, and being shown as Parcel C6 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

PARCEL C7

SOUTHEASTERLY by Parcel C6, as shown on a plan hereinafter mentioned, thirty-two (32) feet;

SOUTHWESTERLY by Parcel C5, as shown on said plan, fifteen (15) feet;

NORTHWESTERLY by land now or formerly of the Massachusetts General Hospital, as shown on said plan, thirty-two (32) feet;

NORTHEASTERLY by Parcel C8, as shown on said plan, fifteen (15) feet.

Containing 570 square feet, according to said plan, and being shown as Parcel C7 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners.

PARCEL C8

- SOUTHEASTERLY by Parcel A2, as shown on a plan hereinafter mentioned, two hundred fourteen and 67/100 (214.67) feet;
- SOUTHWESTERLY by Parcel C6 and Parcel C7, as shown on said plan, thirty one and 18/100 (31.18) feet;
- NORTHWESTERLY by land now or formerly of the Massachusetts Bay Transportation Authority, as shown on said plan, two hundred eighteen and 87/100 (218.87) feet;
- NORTHEASTERLY by Parcel B2, as shown on said plan, six and 44/100 (6.44) feet;
- SOUTHEASTERLY by Parcel B2, as shown on said plan, four and 18/100 (4.18) feet,
- NORTHEASTERLY by Parcel B2 and Parcel A2, as shown on said plan, twenty-three and 61/100 (23.61) feet.

Containing 6,600 square feet, according to said plan, and being shown as Parcel C8 on a plan entitled, "Subdivision Plan of Land in Boston, Mass. Prepared For New Boston Garden Corporation," dated September 15, 1992, Prepared By: Vanasse Hangen Brustlin, Inc., Consulting Engineers & Planners

EXHIBIT C

BOSTON REDEVELOPMENT AUTHORITY

DEVELOPMENT IMPACT PROJECT PLAN
for
THE NEW BOSTON GARDEN

October __, 1992

Developer: The developer is New Boston Garden Corporation, a corporation formed under the laws of the State of Delaware (the "Developer"). The owner of the property interest on which the Project (as hereinafter defined) will be developed is Garden Corporation, a corporation formed under the laws of the Commonwealth of Massachusetts ("GC"). The business address, telephone number and designated contact for the Developer are: 150 Causeway Street, Boston, Massachusetts 02114; Telephone: (617) 248-6800; Designated Contact: Walter C. Upton, Director of Development and Construction. The Developer is the lessee of the Project Site (as hereinafter defined) pursuant to a certain Lease Agreement by and between GC as lessor and Developer as lessee, a draft of which is attached hereto as Exhibit E.

Architect: Ellerbe Becket, Inc.
605 West 47th Street
Kansas City, Missouri 64112.

Site Description: The Project Site consists of the land and air right interests therein, together with all the improvements thereon more particularly described in Exhibit A hereto. The Project Site is further delineated as Parcels A1, A2, A3, A4, B1, B2, C1, C2, C3, C4, C5, C6, C7 and C8 on a plan entitled

"Subdivision Plan of Land in Boston, Mass. prepared for New Boston Garden Corporation," prepared by Vanasse Hangen Brustlin, Inc., Consulting Engineers and Planners, dated September 15, 1992 (the "Project Plan"), a copy of which is attached hereto as Exhibit B.

The Project Site is located within the area designated as the New Boston Garden Development Area under Article 39 of the Boston Zoning Code (the "Code").

The Project Site is currently the construction site for the Massachusetts Bay Transportation Authority (the "MBTA"), which is in the process of constructing an underground parking facility accommodating approximately 1,300 cars as well as the extension of the commuter rail lines at grade. The Existing Garden Site is currently owned by NBGC. Title to the property (including air rights) will require the acquisition by GC of the property interests comprising the Project Site.

Proposed Location and Appearance of Structures, Open Spaces and Landscaping: A detailed verbal, pictorial and plan description of the Project's location and proposed appearance is contained in a document entitled "Draft Environmental Impact Report", dated October 1, 1990 (the "DEIR/PIR"), previously submitted by the Developer to the Boston Redevelopment Authority (the "Authority") pursuant to Article 31 of the Code, which DEIR/PIR is hereby incorporated in this Development Impact Project Plan by this reference. A Final Record of Decision for the Project, issued by the Executive Office of Environmental Affairs, is attached hereto

as Exhibit F. A list of schematic drawings depicting the Project is attached hereto as Exhibit C. These schematic drawings, as they are further refined, reviewed and approved, are hereinafter referred to as the "Schematic Drawings". The new arena and transportation components to be constructed as part of the Project are hereinafter referred to as the "New Building."

As set forth in greater detail in the Schematic Drawings, the sidewalk areas surrounding the New Building shall be paved with suitable materials compatible with the design of existing and proposed buildings, and otherwise as more particularly set forth in the Schematic Drawings.

General Description of Development and Uses: The New Building is to be constructed above the new MBTA North Station parking garage and commuter rail extension. The new MBTA North Station parking garage is an underground parking facility accommodating approximately 1,300 cars, currently being constructed by the MBTA (the "MBTA Garage"). The transportation component of the New Building will be built starting at grade, and will be for the convenience of commuter rail patrons arriving from the north. The commuter track system has been expanded to twelve tracks by the MBTA as part of the development of the MBTA Garage, and will accommodate a projected increase in ridership. Arena and MBTA Garage patrons will enter the New Building at grade in the station base, and proceed to the mezzanine level, where ticketing and entry into the New Building will take place.

The arena component of the New Building is an air rights

facility to be constructed over the transportation component. A total of ten levels (7 public levels) will be contained within the arena component, including two levels of support functions below the Arena floor and five seating levels. A more particular description of the facilities and amenities to be furnished include the following:

1. Location of the transportation component at the ground level of the New Building, providing a new North Station commuter rail facility. This space will accommodate commuters from the north, MBTA Garage patrons, rail and arena component patrons in a new facility which will be designed to serve not only arena patrons but the general public. The North Station cross platform area will house both the Arena component's box office and MBTA ticketing, and will also provide retail amenities such as a pro shop, a newsstand, and other small retail outlets. Public amenities, including restrooms, telephones, event information and other conveniences will be provided for in the transportation component. In addition, the New Building will be fully accessible to the disabled community. The transportation component will also provide waiting areas, ticketing facilities, commuter rail information and other amenities for commuter rail patrons. In addition, it will be the transitional "sorting out" area for MBTA Garage and Arena patrons who will pass through on their way to the Arena or other destinations. In the future, upon completion of the below-ground suppression of the Green Line from Haymarket to Museum Park, North Station will also connect directly to a new underground

"superplatform," serving both the Orange and Green rapid transit lines.

2. The Arena component will be a state-of-the-art entertainment complex, furnished with modern mechanical systems, unobstructed view seats, sophisticated sound and video elements, food courts and two major restaurants. Press facilities will enable events to be televised through a variety of networks and venues.

3. Spectators' amenities will be provided on each public level of the Arena component. Numerous concession stands, food courts, novelty outlets, restaurants and clubs and ample restroom facilities will be conveniently located. Wheelchair seating areas will be provided throughout the seating bowl and in the executive suite areas. Accommodations for the physically challenged have been carefully integrated into the design.

Estimated Construction Time: The estimated construction schedule is set forth on Exhibit D attached hereto.

Projected Number of Employees: The Project will provide approximately 700 construction jobs. The Project will also provide approximately 50 additional permanent jobs over and above the existing employment of approximately 300 in-season and 173 off-season jobs at the Existing Garden. The Developer will enter into a Boston Residents Construction Employment Plan with the Mayor's Office of Jobs and Community Services and the Boston Employment Commission detailing the steps to be taken by the Developer and its contractor to achieve compliance with the Boston Employment

Commission Ordinance standards for construction jobs for Boston residents, minorities, and women. The Applicant agrees to become a signatory to a Memorandum of Understanding establishing the Boston for Boston initiative to enhance the availability of employment opportunities created in the Project for Boston residents.

Proposed Building Dimensions: The dimensions of the building to be located within the Project Site (hereinafter referred to as the "New Building"), will generally conform with the Schematic Drawings. The height¹ of the New Building will not exceed 175 feet.

Densities: The Project is located within the New Boston Garden Development Area. The underlying zoning in the New Boston Garden Development Area permits a maximum floor area ratio ("FAR") of 11.0. The Project is well within the FAR of 11.0 (based upon the ratio of square feet of proposed gross floor area to square feet of lot area).

Proposed Traffic Circulation: The Project is close to the regional highway system, and commuter rail and rapid transit facilities. Access to the Project will be greatly improved as a result of planned transportation improvement projects by various public agencies. These improvements, particularly the Central Artery project, will expand roadway capacity and reduce traffic on the local street system. They will also enhance Project access to

¹For purposes of this Plan, the term "height" shall have the meaning given to it in Section 39-6 of Article 39 of the Code.

the regional highway system and limit the addition of Project traffic to area intersections. Project generated traffic will be minimized by extensive use of public transportation, which is available in and characteristic of the Project Site, and by the Developer's efforts to support transit use and encourage greater ridesharing. In addition, the Project will help to provide substantial enhancements to the pedestrian environment adjacent to and within the Project Site. An extensive transportation mitigation plan is proposed to address several issues, including travel demand management, public transportation, parking management, access and circulation, loading, pedestrian improvements, roadway improvements, construction traffic management, access goals and monitoring. The program goals are to reduce Arena peak hour traffic by encouraging transit use and ridesharing and alternative travel times, and to manage Project construction impacts on the transportation system. These mitigation measures currently are being reviewed by the Boston Transportation Department and they will be the subject of a Transportation and Construction Management Plan for the City of Boston.

Access to Public Transportation: The Project Site is very well served by public transportation. The Project Site is adjacent to the MBTA's Green Line/North Station and the Orange Line/North Station platform facilities.

In addition to these subway lines, the commuter rail terminals serving the northern and northwestern suburbs are located at North

Station. The commuter rail terminals serving the southern and western suburbs are located at South Station, which can be reached directly via the Orange, Red and Green Lines from the Project Site. The Haymarket terminus of the MBTA's express bus service to the western suburbs is a five-minute walk from the Project Site. The MBTA's express bus service to the north is provided at the Haymarket Station which is a 5-minute walk from the Project Site and can also be reached via both the Orange and Green Lines. In addition, private commuter bus service is provided at South Station and a commuter boat docking facility servicing the south shore communities is operating at Rowes Wharf.

Substantial improvements are planned and/or have recently been completed for the subway and commuter rail lines serving the downtown area. These improvements, which include track and signal system upgrading, station modernization, platform lengthening, and new rolling stock, will insure that adequate system capacity exists to accommodate expected new demand from increased development and changes in commuting patterns. Improvements can also be anticipated from an ongoing program of fleet expansions and service improvements by the MBTA that will result in peak hour rapid transit capacity that is greater than projected system volumes under 1995 build conditions.

Parking and Loading Facilities: The MBTA is in the process of constructing the MBTA Garage, containing approximately 1,300 underground parking spaces on five (5) levels, located under the Project Site, for use by the customers, clients and tenants of the

Project, users of the public transportation facilities, and residents of the North Station Economic Development Area (as defined in the Code). Pedestrian access to the MBTA Garage will be through elevators and stairways located at the first lobby level.

Approximately four (4) truck loading bays will be provided on the Project Site at grade on the northeast corner of the New Building, with access and egress in Accolon Way. The parking and loading facilities will be in general conformity with the Schematic Drawings.

Design Review Procedures: The Project is subject to Article 31 of the Code. The design review process to be observed by the Developer and the Authority is more particularly set forth in the Authority's "Development Review Procedures" dated 1985, and revised in 1986, and includes review of items which affect Project Site improvements, exterior facades, roofscape and interior public spaces (the "Design Review Process"). The Authority has determined that the Schematic Drawings for the Project satisfy the submission requirements for the Development Review Procedures.

Zoning: The Project Site is located entirely within the New Boston Garden Development Area portion of the North Station Economic Development Area, as established by Article 39 of the Code. Relief from the provisions of the Code will be required as more particularly set forth in that certain Application for Approval of Garden Corporation to undertake a Project in Boston, Massachusetts under Mass. G.L. c. 121A, as Amended and St. 1960, c. 652, as amended, dated October 1, 1992 (the "Application").

Development Impact Project Contribution/Jobs Contribution

Grant: As required under Section 26A-3 of the Boston Zoning Code, and to the extent required by law, the Developer will enter into and be bound by a Development Impact Project Agreement with the Authority (the "DIP Agreement") and will be responsible for making a Development Impact Project Contribution (the "Housing Contribution Grant"). The Housing Contribution Grant shall be made by the grant and payment by the Developer of Two Million Eighty-Three Thousand Three Hundred Fifty and 00/100 Dollars (\$2,083,350.00) payable as follows: (A) \$41,667 per year for calendar years 1993 through 2002, and (B) \$83,334 per year for calendar years 2003 through 2022.

As required under Section 26B-3 of the Code, and to the extent provided by law, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. The Jobs Contribution Grant shall be made by the grant and payment by the Developer of Four Hundred Sixteen Thousand Six Hundred Fifty and 00/100 Dollars (\$416,650.00) payable as follows: (A) \$8,333 per year for calendar years 1993 through 2002, and (B) \$16,666 per year for calendar years 2003 through 2022.

Payments of the Housing and Jobs Contributions Grants, as set forth above, shall be in accordance with the terms set forth in the DIP Agreement a draft of which is attached hereto as Exhibit G.

The above payments have been calculated based upon a gross floor area of the Project in the amount of 516,666.7 square feet, as such gross floor area is established for such payments pursuant

to the Applicant's M.G.L.c.121A Application. The amount of the Housing Contribution Grant is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00. The amount of the Jobs Contribution Grant is calculated by multiplying each such square foot of gross floor area in excess of 100,000 square feet by \$1.00. The Housing Contribution Grant and the Jobs Contribution Grant shall together be known as the "DIP Contribution". Notwithstanding the foregoing, in no event shall the total DIP Contribution to be made pursuant to Articles 26, 26A and 26B of the Code ever exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00), payable as set forth above. The DIP Contribution derives from the development of the New Building only, and any future development of any portions of the Project Site other than the New Building Site shall be subject to laws applicable to such payments at such future time.

EXHIBIT D

**BOSTON RESIDENTS
CONSTRUCTION EMPLOYMENT PLAN
FOR**

DRAFT

THE NEW BOSTON GARDEN PROJECT

WHEREAS, New Boston Garden Corporation (the "Developer"), the Boston Redevelopment Authority (the "Authority") and the Boston Employment Commission ("BEC" or the "Commission") desire to bring the construction employment benefits of the New Boston Garden Arena Project ("Project"), as hereinafter defined, to residents of the City of Boston, minorities, and women and;

WHEREAS Chapter 30 of the Ordinance of 1983 established the Boston Residents Jobs Policy and;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended, (the "Ordinance"), in part to foster these goals and to see that they are realized. A copy of the Ordinance is annexed hereto as Exhibit A and incorporated by reference herein, and;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between Developer and Authority pertaining to the Project dated _____ 199_____, each require the Developer to prepare and submit and the Authority to approve a Boston Residents Construction

Employment Plan ("Plan");

NOW, THEREFORE, the Developer, the Authority and the Commission do hereby agree that the following approved Boston Residents Construction Employment Plan for the Project shall be as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance or Commission Regulations shall have the meanings ascribed to them in the Ordinance or in Commission Regulations.

1.1 Boston Residents Construction Employment Standard: the standards established under said Ordinance and said July 12, 1985, Executive Order, specifically:

- 1) at least fifty percent (50%) of the total employee work hours in each trade shall be by bona fide Boston residents;
- 2) at least twenty-five percent (25%) of the total employee work hours in each trade shall be minorities;
- 3) at least ten percent (10%) of the total employee work hours in each trade shall be women.

1.2 Contractor: The general contractor for the project engaged from time to time by the Developer, and, where

the context requires, any subcontractor thereto.

1.3. Days: For purposes of this Plan, the word "days" shall mean business days.

1.4 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the day-to-day implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include any individual designated by a subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards. The On-Site Monitor may also perform other, unrelated duties for the Contractor.

1.5 Project: The construction of a New Boston Garden Sports Arena and entertainment complex, containing approximately [] square feet of gross floor area on a parcel of land bounded by Nashua Street, exit ramps from I-93, Acolon Way and the existing Boston Garden.

Section II: GENERAL REQUIREMENTS

2.0 It shall be the Developer's obligation to use Best Efforts, as set forth in this Plan and as defined in the Ordinance in effect as of the date hereof, ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.

2.1 The Developer shall incorporate into its construction

contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project use best efforts to comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.

2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's and subcontractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of documentation maintained by it, and that are maintained by the On-Site Monitor, to the Commission as required herein or as requested from time to time by the Authority or the Commission.

2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B, and incorporated herein by reference. Contractor shall update such projection periodically during the course of construction of the Project, but shall not be required to do so more frequently than quarterly, except when required by the Commission based on reviews of project compliance conducted as set forth in Section 2.4.

2.4 The Commission pursuant to regulations adopted by it

shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards. Such determination may be made at time intervals as set out in one of the following two schedules, the Commission reserving the right to utilize the schedule which allows more frequent determinations:

- (1) When the Project is 25, 50, 75 and 100 percent complete, or,
- (2) Every three months from the date of the commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

2.5 The Developer shall maintain, and shall cause Contractor to maintain, records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.

2.6 The Developer shall meet with the Contractor no less frequently than weekly # throughout the period of construction of the Project to review the Contractor's compliance with the Boston Residents Construction Employment Standard set forth in Paragraph 1.1. The Developer shall record and maintain the minutes of such meetings and forward copies thereof to EDIC/JCS within

ten (10) days of such meetings.

- 2.7 The Developer shall require that the Contractor have each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standard. Such compliance officers may also perform other, unrelated duties for the Contractor or subcontractor. During the course of the Project a construction monitor from the Commission shall be designated to serve as the Developer's contact regarding implementation of and compliance with this Plan. Such individual shall cooperate with the Developer and the On-Site Monitor and shall assist them in complying with this Plan.

Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and the Commission the name, title, business address and telephone number of the person designated as the On-Site Monitor or as the compliance officers of the subcontractors.
- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with the representative of the Commission for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the

Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.

3.2 Prior to the start of construction, the Developer, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, the Commission, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirement for construction workers over the course of construction of the Project.

3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from each such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to the Commission together with the first Weekly Utilization Report (as that term is used in paragraph 3.4 of this Plan) on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a statement on a Residency

Verification Form or such other appropriate form as may be required by the Commission that the worker had been requested to complete and sign such form but had refused.

3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed, the On-Site Monitor shall complete or obtain from each subcontractor and submit to the Commission for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may obtain and submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.

3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to the Commission. The On-Site Monitor shall forward in writing to the Commission, at the time that reports are submitted pursuant to paragraph 3.4, the names, home addresses and telephone numbers (to the extent that the On-Site Monitor, having made due inquiry, possesses such information) of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not hired by the person to whom application for employment is made at the time that reports are submitted pursuant to

paragraph 3.4. The On-Site Monitor shall keep a written record of all referrals made to the Commission pursuant to this paragraph 3.5 of any person who was referred to the Contractor or any subcontractor by EDIC/JCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements or with the provisions of the Project Labor Agreement to which construction of the Project is subject.

- 3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents

Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted forthwith to the Commission. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

- 3.7 Representatives of the Commission may periodically visit the site of the Project during normal working hours # for a duration of time necessary to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor including, without limitation, the execution and delivery of release of liability and indemnification forms #.

Section IV: DETERMINATION OF COMPLIANCE

4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof (subject, however, to any available right of appeal) to use best efforts to comply with the procedural requirements of this Plan in attempting to comply with the Boston Residents Construction Employment Standard, shall constitute non-compliance herewith. The Developer and the Contractor shall be in compliance herewith if they use best efforts in attempting to comply with this Plan. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor of at least fourteen (14) days prior to such hearing.

4.1 The Developer and Contractor shall have the right to pursue any available rights of appeal with respect to any determination by the Commission or Authority as to non-compliance with this Plan or the Ordinance. The Developer and Contractor may appeal any decision of the Commission or Authority to the Suffolk County Superior Court or such other court as may have jurisdiction.

Section V: SANCTIONS

5.0 The Developer and Contractor shall be subject to the provisions of Section Eight of the Ordinance.

5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.

5.2 No sanctions may be recommended or imposed by the Commission unless and until the Commission has complied with all of the terms, provisions, and procedures set forth in this Plan, consistent with the provisions of the Ordinance.

Section VI: MISCELLANEOUS

6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not or impair any of the remaining provisions.

6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal

office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: New Boston Garden Corporation
150 Causeway Street
Boston, MA 02114
Attn: Chairman

with a New Boston Garden Corporation
copy to: 150 Causeway Street
Boston, MA 02114
Attn: General Counsel

Authority: Boston Redevelopment Authority
Attn: Director's Office
One City Hall Square, 9th Floor
Boston, MA 02201

Commission: Boston Employment Commission
Attn: Executive Director
43 Hawkins Street
Boston, MA 02114

EDIC/JCS: EDIC/JCS
Attn: Director
43 Hawkins Street
Boston, MA 02114

- 6.3 From and after the date of this Plan any increases in the percentages set forth in the Boston Residents Construction Employment Standards and any changes which serve to broaden the definitions of "Boston Resident" or "Minority" as set forth in the Ordinance shall not be applicable to the Project.
- 6.4 The Commission, Authority and EDIC/JCS agree to look solely to the interests of the Developer or its successors or assigns from time to time in the Project for any claim against the

Developer or its successors or assigns (including, without limitation, lenders of Developer) arising under this Plan in connection with the Project.

6.5 From time to time the Commission may modify the forms of reporting and documentation referred to in this Plan and attached as exhibits hereto. Developer agrees that upon receipt of written notice from the Commission of any modification or proposed revisions of reporting and documentation, Developer will comply with any reasonable modifications within a reasonable time after receipt of such notice.

6.6 Neither the Developer nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Developer or any of its successors and assigns (including, without limitation, lenders of Developer) shall be personally or individually liable under this Plan, nor shall it or they be answerable or liable beyond the extent of its or their then-interests in the Project.

6.7 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.

6.8 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer, the Authority, and the Commission.

6.9 In the event of any inconsistency between the terms of the

Ordinance and the terms of this Plan, the terms of the Ordinance shall be applied.

IN WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered this ____ day of ____ 199 .

NEW BOSTON GARDEN CORPORATION

By: _____
Title

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Chief General Counsel

By: _____
Director

BOSTON EMPLOYMENT COMMISSION

By: _____
Director

the context requires, any subcontractor thereto.

1.3. Days: For purposes of this Plan, the word "days" shall mean business days.

1.4 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the day-to-day implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include any individual designated by a subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards. The On-Site Monitor may also perform other, unrelated duties for the Contractor.

1.5 Project: The construction of a New Boston Garden Sports Arena and entertainment complex, containing approximately [] square feet of gross floor area on a parcel of land bounded by Nashua Street, exit ramps from I-93, Acolon Way and the existing Boston Garden.

Section II: GENERAL REQUIREMENTS

2.0 It shall be the Developer's obligation to use Best Efforts, as set forth in this Plan and as defined in the Ordinance in effect as of the date hereof, ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.

2.1 The Developer shall incorporate into its construction

EXHIBIT E

DRAFT

FIRST SOURCE AGREEMENT

New Boston Garden Corporation (the "Developer") is engaged in the development of the New Boston Garden Arena Project (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the Boston Redevelopment Authority dated _____, setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Economic Development and Industrial Corporation/Mayor's Office of Jobs and Community Services ("EDIC/JCS") on behalf of the EDIC/Placement Unit program in which EDIC/JCS participates.

NOW, THEREFORE, the Developer and EDIC/JCS agree that, for the period from the date hereof through _____, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor under contract with the Developer, whether such positions be full-time, part-time or seasonal, but excluding short-term, non-recurring positions, employees hired for special functions, events or projects, employees hired outside of normal

day-to-day operations and maintenance, and independent contractors hired to perform specialty maintenance, repairs or services, Developer shall use good faith efforts to follow the following procedures:

A. Simultaneous to announcing or advertising the availability of an employment position created by vacancy of an existing position or of an employment position at the Development in any communications medium (other than compliance with internal posting procedures, union contract notification procedures or such other procedures as may be required under any affirmative action plan or employment procedures in effect for the Developer) or with any employment or referral agency, agreement or arrangement the Developer will notify the EDIC/Placement Unit of such position, including a general description of the position and the Developer's minimum requirements for qualified applications therefor, and shall request the EDIC/Placement Unit to refer qualified applicants for such position.

B. Upon receipt from the Developer of a notice of an employment position, the EDIC/Placement Unit shall refer to the Developer candidates for employment whom the EDIC/Placement Unit believes are qualified for the position and who meet the Developer's minimum requirements for such a position, and shall make arrangements for the person or persons referred to be interviewed by the Developer. In the event that the EDIC/Placement Unit believes that it is unable to refer qualified candidates for such position, it shall so inform the Developer.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without compliance with the foregoing procedures by transfer or promotion from its existing staff or the staffs of parent, subsidiary or affiliate companies from files of qualified applicants maintained by the Developer or by union referral in accordance with applicable union contracts or as required by any affirmative action plan or employment procedure of the Developer; provided, however, that the Developer shall give first consideration to those applicants in the file, if such exists, of qualified applicants for the vacancies or position being filled previously referred by the EDIC/Placement Unit. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the EDIC/Placement Unit.

D. The Developer shall use reasonably efforts to incorporate the provisions of Paragraphs A, B and C of the First Source Agreement in all contracts and agreements entered into after the date hereof, for labor with any service, maintenance, security or management agent or independent contractor under contract with the Developer in the ordinary course of Developer's day-to-day operations of the Development (excluding contracts and agreements for short-term, non-recurring positions, for positions for special functions, events or projects, and specialty repair or maintenance work or services), whose personnel will be permanently assigned to the Development and shall obligate such agent or

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independent contractor to comply with the procedures set forth in Paragraphs A. through C. hereof.

E. The execution of this First Source Agreement is required by Paragraph of the Cooperation Agreement dated between the Developer and the Boston Redevelopment Authority ("BRA") and is required under Paragraph of the Technical Addendum to the Final Adequacy Determination issued for the Development by the BRA on . The BRA and the City hereby recognize and acknowledge that the Developer's execution of this First Source Agreement satisfies each and every obligation of the Developer under the Cooperation Agreement and under the Final Adequacy Determination to enter into a First Source Agreement or to use the services of the EDIC/Placement Unit prior to embarking on a general recruitment effort to fill positions within the Development.

Executed this ____ day of _____, 1992.

DEVELOPER

NEW BOSTON GARDEN CORPORATION

By: _____

CITY OF BOSTON ACTING BY AND THROUGH
THE ECONOMIC DEVELOPMENT AND INDUSTRIAL
CORPORATION OF BOSTON/MAYOR'S OFFICE OF
JOBS AND COMMUNITY SERVICES

By: _____

DRAFT

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding as of the ____ day of _____, 1992,
by and between the City of Boston (the "City"), and New Boston Garden Corporation
(the "Developer").

The Developer is the developer of the _____, a ____ square foot
project located at the _____ and including _____
(the "Development"). The Developer is a party to the Development Impact Project
Agreement (the "DIP Agreement"), a Cooperation Agreement, and a Residents
Construction Employment Plan (collectively the "Development Agreements"). The
Development has been reviewed by the Boston Redevelopment Authority (the "BRA")
in accordance with Article 31 of the Boston Zoning Code, and a Final Adequacy
Determination under said Article 31 has been issued. Pursuant to the Cooperation
Agreement and a Final Adequacy Determination, the Developer has agreed to
formulate and submit to either the City or to the BRA a voluntary employment
opportunity plan, the purpose of which is to detail the Developer's good faith efforts to
achieve a goal that fifty percent (50%) of certain employment opportunities created in
the Development will be made available to Boston residents for the term set forth
herein.

Working in cooperation with the Economic Development and Industrial Corporation of Boston/Mayor's Office of Jobs and Community Services ("EDIC/JCS"), the Developer has formulated such a plan, and has agreed to pursue the plan in the Development.

The employment opportunity plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Development will be created and filled by tenants of the Development and pursuant to collective bargaining agreements of the Developer, the Project Labor Agreement for the Development and to such affirmative action plan or other employment procedures as the Developer may have in effect during the term hereof. Therefore, the following employment opportunity plan (the "Plan") focuses upon steps which a Developer as landlord can take to urge and encourage its tenants to hire Boston residents for new job openings. The Plan details two basic approaches to that endeavor, the first being fulfillment of a leadership role in which the Developer/landlord utilizes, subject to the above, the employment training and referral resources available in the City of Boston, and the second being acting as a conduit to tenants for information about those resources. The following paragraphs set forth the Employment Opportunity Plan:

I. Undertakings by Developer

A. With respect to all persons employed by Developer in connection with the operation, management and maintenance of, and provision of security to, the Development, who are not covered by, subject to, or member of a group of employees as described in any collective bargaining agreement to which the Developer is a party, by the Project Labor Agreement or by any affirmative action plan or employment procedures which Developer may have in effect, the Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the work force employed at the Development site. Persons employed by any independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned pursuant to a contract with the Developer to work at the Development shall be considered employed by a Developer for the sole purpose of implementing the goal of this paragraph.

B. The Developer will enter into a form of First Source Agreement as is mutually agreed upon by EDIC/JCS and Developer and attached to this Memorandum of Understanding as Exhibit "A".

C. The Developer will participate, and indicate such participation by execution of the appropriate letter of intent or pledge card, in the form attached to this Memorandum of Understanding as Exhibits "B", and "C", in the following programs of Private Industry Council (PIC):

1. Summer Jobs Program
2. The Boston Compact.

In addition, the Developer will meet with a representative of the PIC for the purpose of exploring opportunities to participate in other PIC initiatives.

D. The Developer will designate a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan. Such liaison officer may also be permitted to perform other, unrelated duties, for the Developer.

II. Dissemination of Information to Tenants

A. Following the execution of a lease for space in the Development occurring after the date hereof, the Developer will send to the tenant thereunder a letter substantially in the form of Exhibit "D" to this Memorandum of Understanding. The tenants under the new leases in the Development are

hereafter referred to as "Tenants". Such letter will transmit the employment services guide entitled " _____ " annexed to this Memorandum of Understanding as Exhibit "E", which has been produced by and at the expense of various developers with the cooperation of EDIC/JCS. The term "Tenants" shall not include any person or entity utilizing the Development primarily for the purpose of staging and performing an event or series of events.

B. During the month of _____ in each year through and including _____, the Developer will solicit from the Tenants statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such information will be transmitted to the City through EDIC/JCS and the BRA by the Developer no later than September 30th in each such year.

III. Continuing Joint Efforts

The Developer will participate in annual meetings with various other developers, as scheduled by EDIC/JCS through 1996 to meet with EDIC/JCS for the purpose of updating and revising the Employment Services Guide. Upon each such update or revision to the Employment Services Guide, the Developer will redistribute the Employment Services Guide,

or supplementary or substitute pages thereto, to each Tenant in the Development, accompanied by a transmittal letter formulated by the Developer at the time such update or revision is prepared.

Recognizing that this plan is entered into voluntarily by the Developer and the City as a commitment to the economic health of the City and its residents, the execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developer is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developer under the Development Agreements and under Article 31 and the Final Adequacy Determination to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. The Developer hereby agrees to fulfill all of the undertakings and responsibilities imposed upon a Developer by the Plan from the date hereof through and including July 31, _____. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owner of the Development.

EXECUTED the date first above written.

Signature Page Attached To:
Memorandum of Understanding

Developer: **New Boston Garden Corporation**
150 Causeway Street
Boston, MA 02114

Development: **The New Boston Garden**

Description of Development Agreement:

Cooperation Agreement dated _____ between the BRA and the Developer.

Paragraph or Section of Development Agreement pursuant to which this Memorandum of Understanding is required:

Paragraph 13 of the Cooperation Agreement and Section VIII of the Technical Addendum to the Final Adequacy Determination dated _____.

DEVELOPER NAME

ECONOMIC DEVELOPMENT AND
INDUSTRIAL CORPORATION OF
BOSTON/MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By: _____
Representative Name
Title

By: _____
Name
Title

FACT SHEET

1. PURPOSE

The purpose of this project is to provide a comprehensive study of the history and development of the project, from its inception to the present. The project is a study of the history and development of the project, from its inception to the present. The project is a study of the history and development of the project, from its inception to the present.

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FACT SHEET

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FACT SHEET

121A APPLICATION

Board Action: The Applicant has requested the Authority's consent to the formation of a 121A Corporation for the purposes of constructing new transportation and arena facility (the "New Building") on property, including air rights, located immediately to the north of the existing Boston Garden.

Applicant: The Applicant, Garden Corporation, 150 Causeway Street, Boston, MA 02114, will be the owner of the New Building.

Project: The Project includes development of a new Boston Garden sports arena and entertainment complex, which will replace the existing Boston Garden. The new arena will accommodate professional basketball and hockey events, as well as a variety of family shows and concerts. All events will be open to the public. The Project also includes the construction of a transportation facility housing a new North Station parking garage and commuter rail terminal.

Financing: The total cost of the project is estimated to be approximately \$160,000,000. Equity will be provided in the amount of \$40,000,000, with the balance of loan financing being provided by The First National Bank of Boston, N.A., the Shawmut Bank, N.A., and Fleet Bank of Massachusetts, N.A.. The cost of construction will be approximately \$100,000,000, with other costs totalling approximately \$50,000,000.

Construction: The applicant proposes to commence construction in early 1993, anticipates a 27 month construction period, and an opening of the new facility prior to the 1995-1996 sports season.

GARDEN CORPORATION

Director's Consent to Action

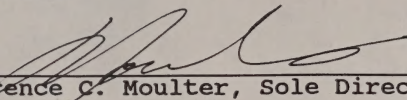
The undersigned, being the sole director of Garden Corporation, a Massachusetts corporation (the "Corporation"), hereby authorizes and consents to the following actions, which shall be treated for all purposes as votes duly adopted at a meeting of the Board of Directors of the Corporation:

VOTED: That the President and the Treasurer of the Corporation be, and each of them hereby is, individually or collectively, authorized, directed and empowered by and on behalf of the Corporation to execute an application in accordance with Mass. G.L.c.121A, as amended and ST.1960 c.652, to file such application with the Boston Redevelopment Authority and to carry out the "Project", as that term is defined in said application.

VOTED: That the President and the Treasurer of the Corporation be, and each of them hereby is, individually or collectively, authorized, directed and empowered by and on behalf of the Corporation to execute and file with the Public Facilities Department of the City of Boston a proposal to purchase and develop certain property rights in the North Station Area in the Downtown District of the City of Boston, such proposal to respond to a Request for Proposal issued by the City of Boston, acting through its Public Facilities Commission, by its Public Facilities Department, dated September, 1992.

VOTED: That the President, the Treasurer and the Clerk of the Corporation be, and each of them hereby is, authorized, directed and empowered by and on behalf of the Corporation to execute, deliver, acknowledge, attest and seal such other documents, instruments, agreements and certification, and to do such other things and take such other actions, as any of said officers, in his sole discretion, determines to be necessary or convenient in facilitating the consummation of the foregoing transactions and in the best interest of the Corporation, the execution and delivery of such other documents, instruments, agreements and certificates, the doing of such other things and the taking of such other actions by any of such officers to evidence conclusively for all purposes such determination that they are authorized by these actions.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature as of October 1, 1992 and directs thereby that this written consent be filed with the records of the meetings of the Board of Directors of this Corporation.



Lawrence C. Moulter, Sole Director

BOSDATA:9336.1

WARD AND PARCEL NUMBERS

EXHIBIT H

Applicable Ward and Parcel numbers for the Project Site are as follows:

<u>Ward</u>	<u>Parcel</u>
3	1927-100
3	1925
3	1927-10
3	1918
3	1911
3	1913
3	1927-1